

<b>EPA</b> United States Environmental Protection Agency Washington, DC 20460 <b>Work Assignment</b>						Work Assignment Number 2-02			
						<input type="checkbox"/> Other <input type="checkbox"/> Amendment Number:			
Contract Number EP-C-16-003			Contract Period 07/01/2016 To 06/30/2021 Base                      Option Period Number    2			Title of Work Assignment/SF Site Name E-Reporting Implementation			
Contractor EASTERN RESEARCH GROUP, INC.				Specify Section and paragraph of Contract SOW See PWS					
Purpose: <input checked="" type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input type="checkbox"/> Work Plan Approval						Period of Performance  From 09/28/2018 To 06/30/2019			
Comments:									
<div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Superfund           <span>Accounting and Appropriations Data</span> <input checked="" type="checkbox"/> Non-Superfund         </div>									
SFO <input type="checkbox"/> (Max 2)                      Note: To report additional accounting and appropriations data use EPA Form 1900-69A.									
Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)  (Cents)	Site/Project (Max 8)	Cost Org/Code
1									
2									
3									
4									
5									
Authorized Work Assignment Ceiling									
Contract Period:		Cost/Fee:		LOE:					
07/01/2016 To 06/30/2021									
This Action:									
Total:									
Work Plan / Cost Estimate Approvals									
Contractor WP Dated:				Cost/Fee		LOE:			
Cumulative Approved:				Cost/Fee		LOE:			
Work Assignment Manager Name    Quintin White						Branch/Mail Code:			
_____ (Signature)						_____ (Date)		Phone Number: 312-886-0135	
						FAX Number:			
Project Officer Name    Jennifer Chan						Branch/Mail Code:			
_____ (Signature)						_____ (Date)		Phone Number: 202-564-3067	
						FAX Number:			
Other Agency Official Name						Branch/Mail Code:			
_____ (Signature)						_____ (Date)		Phone Number:	
						FAX Number:			
Contracting Official Name    Brad Heath						Branch/Mail Code:			
_____ (Signature)						9/28/2018 (Date)		Phone Number: 513-487-2352	
						FAX Number:			

**PERFORMANCE WORK STATEMENT  
CONTRACT EP-C-16-003  
WORK ASSIGNMENT 2-02**

**Title of Project:** E-Reporting Implementation Assistance and Support for the State of Michigan Pretreatment Program and Other Region 5 States

**Work Assignment Contract Officer's Representative (WACOR):**

Quintin White  
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77 West Jackson Blvd.  
Chicago, Illinois 60604  
Phone: 312 886-3572  
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**Alternate Work Assignment Contracting Officer's Representative (AWACOR):**

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**Period of Performance:** September 28, 2018 through June 30, 2019

**Quality Assurance:** No programmatic quality assurance project plan (PQAPP) necessary. This Performance Work Statement (PWS) does not require collection of environmental data and therefore does not need a PQAPP. Should it be determined that a Quality Assurance (QA) Project plan is required, the contractor must prepare it in conformance with EPA's *Requirements for Quality Assurance Project Plans for Environmental Data Operations (EPA QA/R-5)*.

**Background:** EPA published the NPDES E- Reporting Rule, 40 CFR Part 127, in the Federal Register on October 22, 2015. E-Reporting modernizes Clean Water Act (CWA) reporting for municipalities, industries and other facilities. Additional benefits include:

- Allows EPA and states the ability to strategically address the most serious water pollution problems while using limited resources efficiently,
- Supports the goal of providing better protection of the nation's waters,
- Enhancing transparency by providing a timelier, complete, more accurate, and nationally-consistent set of data about the NPDES program,
- Improve data accuracy.



E-Reporting requires regulated entities to report information electronically, instead of filing written paper reports. The rule also requires states and other regulatory authorities to share data electronically with EPA.

The E-Reporting Rule also requires the U.S. EPA to assess progress of each authorized state effort to implement NPDES E-Reporting reporting.

EPA developed E-Reporting tools for NPDES data and is making them available to states. EPA recognizes that regulated entities have their own electronic data reporting tools for managing NPDES data. The electronic reporting rule provides flexibility on the specific data systems and reporting tools to be used however this will require a coordinated effort.

In accordance with the final rule [40 CFR 127.26(h)], authorized NPDES programs must submit an Implementation Plan (IP) to EPA by December 21, 2016, for EPA's review. EPA Region 5 states' Electronic Reporting Phase 2 Implementation Plan is available on this website - <https://www.epa.gov/compliance/npdes-ereporting-phase-2-implementation-plan>

Guidance and technical papers on data entry is available on this website - <https://www.epa.gov/compliance/data-entry-guidance-and-technical-papers>

**Goals and Objectives:** The overall objective of the E-Reporting Implementation Assistance and Support for the State of Michigan Pretreatment Program is the implementation of the E-Reporting rule for the state to accept reports from Industrial Users in or out of an approved Michigan Industrial Pretreatment Program and share this data electronically with EPA by the December 2020 regulatory deadline. For the purposes of the cost estimate, the contractor shall assume support for up to 4 states.

#### **Task Details:**

The Contractor shall provide expertise in data/IT organization and analysis. In support of this effort Contractor shall identify professional staff chosen to complete TASKS 1 through 3 identified in the PWS:

- Academic background
- Experience working with NPDES and Pretreatment programs, including 40 CFR Part 403 and Part 127
- Experience with Pretreatment Program reporting requirements and regulations
- Essential, knowledge and experience with electronic computer reporting systems and software programs, including EPA's Electronic Reporting Tools: Network Discharge Monitoring Report (NeTDMR) and NPDES e-Reporting (NET).

Kick-off Conference Call. Within seven days (7) calendars days of receipt of the Work Assignment, the contractor shall contact the WACOR to schedule a Kick-Off Call. The Contractor shall participate in the Kick-Off Call and present the approach to complete TASKS 1 through 3 in the PWS.

Contractor shall provide electronic monthly performance updates, estimated costs, level of effort and status reports to WACOR and/or AWACOR.

### **Scope of Work:**

- **Task 1:** Review and analyze existing NPDES/Pretreatment electronic reporting framework for the State of Michigan Department of Environmental Quality. For the purposes of the cost estimate, the contractor shall assume support for up to 4 states.
- **Task 2:** Prepare plan of necessary revisions to incorporate Industrial User reports into the existing NPDES/Pretreatment electronic reporting framework and share this data electronically with EPA. For the purposes of the cost estimate, the contractor shall assume support for up to 4 states.
- **Task 3:** Implement plan to make necessary revisions to existing NPDES/Pretreatment electronic reporting framework. For the purposes of the cost estimate, the contractor shall assume support for up to 4 states.

### **TASK 1 - Review and analyze existing NPDES/Pretreatment electronic reporting framework for the State of Michigan Department of Environmental Quality and Other Region 5 States.**

The Contractor shall review and analyze existing NPDES/Pretreatment electronic reporting framework for the State of Michigan Department of Environmental Quality. The contractor shall recommend revisions and develop prepare “draft” revises framework for ease of acceptance of electronic reports from Industrial Users throughout the state and share this data electronically with EPA. For the purposes of the cost estimate, the contractor shall assume support for up to 4 states.

### **TASK 2 - Prepare plan of necessary revisions to incorporate Industrial User reports into the existing NPDES/Pretreatment electronic reporting framework**

The Contractor shall provide a complete Status Report, including revisions to the existing NPDES/Pretreatment electronic reporting framework for ease of acceptance of electronic reports from Industrial Users throughout the state and share this data electronically with EPA.

The Contractor shall organize data and contact the state and EPA Technical Lead, (TL) for the project to clarify and resolve any questions, and identify data needs.

### **TASK 3 - Implement plan to make necessary revisions to existing NPDES/Pretreatment electronic reporting framework.**

The Contractor shall provide guidance to the state of Michigan, conduct random sample test runs if necessary, and implement revision (s) to the existing NPDES/Pretreatment electronic reporting state framework to collect and accept electronic reports from Industrial Users, in or out of an approved Michigan Industrial Pretreatment Program throughout the state and share this data

electronically with EPA. The existing NPDES/Pretreatment electronic reporting state framework shall be revised by the regulatory deadline of December 2020.

#### **DELIVERABLES AND SCHEDULE:**

Table 1. Schedule of Deliverables for E-Reporting Implementation Assistance and Support for the State of Michigan Pretreatment Program and Other Region 5 States

<b>Deliverable</b>	<b>Format</b>	<b>Responsible Party</b>	<b>Due Date</b>
<b>TASK 1.</b> Prepare recommend revisions and prepare “draft” revise framework	Electronic	Contractor	90 days after Work Assignment awarded
Review contractor’s revisions and “draft revise framework for approval	Electronic	U.S. EPA, Technical Lead	20 days after submittal of TASK 1 from Contractor
<b>TASK 2.</b> Status Report, including revisions to existing NPDES/Pretreatment electronic reporting framework	Electronic	Contractor	45 days after completion of TASK 1
Review Contractor’s Status Report and Revisions for approval	Electronic	U.S. EPA, Technical Lead	20 days after completion of TASK 2
<b>TASK 3.</b> Test/ Implement revisions to the existing NPDES/Pretreatment E-Reporting state framework to collect and accept electronic reports and share this data electronically with EPA.	Electronic	Contractor	160 days after completion of TASK 2
Contractor deliverables should be submitted to WACOR or Alternate WACOR	Electronic	Contractor	See Due Dates for specific TASKS.

All tasks shall be completed by end of October 2020 ahead of regulatory deadline December 2020.

Contractor shall notify the Contract Officer (CO) and WACOR in writing when 75% of the authorized work LOE/Labor hours have been expended.

Contractor shall develop and maintain files supporting each TASK.

**Government Responsibilities:** EPA Region 5 will review drafts, provide input and consult with Michigan Department Environmental Quality and other Region 5 states, as necessary. Where a written deliverable is required in draft form, EPA Region 5 will complete its review of the draft

deliverable, e.g. within 20 calendar days from receipt. The contractor shall then have 30 business days to deliver the final deliverable from the date of receipt of the government's comments.

**Delivery of Deliverables:** All written deliverables shall be phrased in layperson language. Statistical and other technical terminology shall not be used without providing a glossary of terms.

For each deliverable submitted electronically (MS Word), the Contractor shall submit electronic copies to both the CO and CL-COR in a format that EPA can support. Deliverables shall be submitted through electronic mail, or through another method determined mutually acceptable by the contractor and EPA.

Each deliverable will be submitted in draft by the initial due date unless otherwise noted in this PWS. Deliverables shall be revised upon direction from the WACOR within a timeframe mutually agreed upon by EPA and the Contractor, but within at least 3 days and no more than 30 work days. EPA will determine whether a deliverable is in an approvable and/or acceptable form.

All information and data related to this project that the Contractor gathers or obtains shall be both protected from unauthorized release and considered the property of the government. The Contracting Officer will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this contract. Press releases, marketing material, or any other printed or electronic documentation related to this project, must not be publicized without the written approval of the Contracting Officer.

**Contractor Identification:** Contractor personnel shall always identify themselves as Contractor employees by name and organization and physically display that information through an identification badge. Contractor personnel are prohibited from acting as the Agency's official representative.

Any questions raised by the public regarding EPA policy should be responded to by EPA representatives, not contractor personnel. If EPA is not available to respond, the contractor shall provide the public with an appropriate agency contact.

**Travel:** No travel is expected under this effort.

**Security Requirements:** This project does not involve security risk requiring background investigation. The Contractor shall be responsible for the actions of all individuals provided to work under this contract. If damages arise from work performed by contractor-provided personnel under the auspices of this contract, the Contractor shall be responsible for all resources necessary to remedy the incident.

**Data Rights:** The EPA Region 5 shall have unlimited rights to and ownership of all deliverables provided under this PWS, including reports, recommendations, briefings, work plans and all other deliverables. This includes the deliverables provided under the basic PWS and any optional task deliverables exercised by the contracting officer. In addition, it includes any

additional deliverables required by contract change. The definition of “unlimited rights” is contained in Federal Acquisition Regulation (FAR) 27.401, “Definitions.” FAR clause 52.227-14, “Rights in Data-General,” is hereby incorporated by reference and made a part of this contract/order.

**Conflict of Interest:** The Contractor shall immediately notify the WACOR and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees, consultants working on or having access to information regarding the contract, when such conflicts have been reported to the contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. See Section H.4, contract clause EP 1552.209-73 Notification of Conflict of Interest. Organizational Conflict of Interest:

The Contractor shall warrant that, to the best of the Contractor’s knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information. See contract clause 1552.209-71 Organization of Conflict of Interest.

**Notification of Conflicts of Interest Regarding Personnel:** The Contractor shall immediately notify the CL-COR and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding the contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. See Section H.4, contract clause EPAAR 1552.209-73 Notification of Conflicts of Interest.

**Enforcement Sensitive Information:** The Contractor recognizes that contractor employees in performing tasks specified by this WA may have access to data/information, either provided by the government or first generated during contract performance, of enforcement sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Enforcement sensitive refers to records or information compiled for law enforcement purposes (whether administrative, civil or criminal), the disclosure of which could reasonably be expected to interfere with the enforcement action. It is imperative that all contractor personnel, including but not limited to, subcontractor and consultant personnel assigned to work on this contract and/or WA, or with access to materials developed pursuant to such efforts, understand that this information is confidential and any disclosure or misuse of the information may result in prosecution to the full extent of the law. All contractor personnel are expected to exercise due diligence in safeguarding, handling or disposing of any such information.

**Project Employee Confidentiality Agreement:** The Contractor agrees that the contractor employee will not disclose, either in whole or in part, to any entity external to the EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the government or first generated by the contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the CL-COR. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the contractor must provide immediate advance notification to the EPA so that the EPA can take action to prevent such disclosure. Such agreements shall be effective for the life and for a period of five (5) years after completion of the contract.

**Handling of Confidential Business Information (CBI):** Contractor's access to TSCA CBI must comply with the procedures set forth in the TSCA CBI Security Manual. Likewise, access to FIFRA CBI shall follow the security procedures set forth in the FIFRA Information Security Manual.

To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

All files or other information identified as Confidential Business Information (CBI) shall be treated as confidential and kept in a secure area with access limited to only contractor personnel directly involved in the case or special project assignment. The Contractor, subcontractor, and consultant personnel are bound by the requirements and sanctions contained in their contracts with the EPA and in EPA's confidentiality regulations found at 40 CFR Part 2, Subpart B. The contractor subcontractors, and consultant must adhere to EPA-approved security plans which describes procedures to protect CBI, and are required to sign non-disclosure agreements before gaining access to CBI.

All official data, findings, and results of investigations and studies completed by the contractor shall be available for EPA and DOJ internal use only. The Contractor shall not release any part of such data without the written direction of the WACOR.

**Conference/Meeting Guidelines and Limitations:** The Contractor shall immediately alert the WACOR to any anticipated event under the work assignment which may result in incurring an estimated \$20,000 or more cost, funded by EPA, specific to that event, meeting, training, etc. Those costs would include travel of both prime and consultant personnel, planning and facilitation costs, AV and rental of venue costs, etc. The WACOR will then prepare approval internal paperwork for the event and will advise the Contractor when appropriate signatures have been obtained. At that point, effort can proceed for the event. If the event is being sponsored by another EPA organization, the organization providing the planning is responsible for the approval.

**Section 508 – Electronic and Information Technology Standards:** The Contractor shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998.

Software Application Files and Accessibility

Software Application Files, if delivered to the Government, shall conform to the requirements relating to accessibility as detailed to the 1998 amendments to the Rehabilitation Act, particularly, but not limited to, 1194.21 Software applications and operating systems and 1194.22 Web-based intranet and internet information and applications. See:

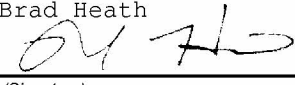
<http://www.section508.gov/>

Preferred text format:	MS Word 8.0 or higher (Office 2003 or higher)
Preferred presentation format:	PowerPoint, Office 2003 or higher
Preferred graphics format:	Each graphic is an individual GIF file
Preferred portable format:	Adobe Acrobat, Version 6.0

## PERFORMANCE SURVEILLANCE PLAN

Performance Requirement	Measurable Performance Standards	Surveillance Methods	Incentives/Disincentives
<b>Management and Communications:</b> During the life of this work assignment, the Contractor shall notify EPA immediately of any issues that may impact the timeliness of deliverables of the problems associated with the development of deliverables.	<p>The Contractor shall maintain contact with the WACOR throughout the performance of the work assignment.</p> <p>The Contractor shall identify to the WACOR any delays with regard to deliverables not less than one week prior to the deliverable date that has been established in the work assignment or technical direction document.</p> <p>The Contractor shall identify to the WACOR any issues or concerns that have a direct impact on project schedules within three (3) days of occurrence.</p> <p>The Contractor shall provide options for EPA's consideration on resolving or mitigating the impacts identified.</p>	WACOR and Project Officer (as necessary) will allocate the time needed to discuss and address all issues identified by the Contractor. The WACOR and Project Officer will document and maintain a complete record of the issues, agreements and outcome. The WACOR and Project Officer will review monthly progress reports for indicators of problems not previously mentioned. The WACOR will also monitor the timely receipt of deliverables. For those that are late without prior notice, the EPA will formally document to the Contracting Officer the late delivery.	<p>If the Contractor fails to implement corrective actions after EPA identifies and provided written documentation of performance issues, EPA will rate this performance category "unsatisfactory."</p> <p>If three or more the active work assignments for the period are rated unsatisfactory, EPA will rate the Business Relations category as unsatisfactory in the NIH Contract Performance System.</p>
<b>Cost Management and Control:</b> The Contractor shall perform all work in an efficient and cost effective manner, applying cost control measures where practical.	<p>The Contractor shall monitor, track and accurately report level of effort, labor cost, other direct cost and fee expenditures to EPA through monthly progress reports and approved special reporting requirements.</p> <p>The Contractor shall assign appropriately leveled and skilled personnel to all tasks. The Contractor should not exceed established work assignment ceilings and, in general, should expend dollars and hours at similar ratios. If either the expenditure of hours or dollars deviates significantly, the Contractor shall provide an explanation in its Monthly Progress Report.</p>	<p>The EPA Project Officer will routinely meet with the Contractor's Project Manager to discuss the work progress and contract and individual work assignment level expenditures.</p> <p>The EPA Project Officer and WACOR shall review the Contractor's monthly progress reports and request the Work Assignment Managers to ensure that ceilings are not exceeded, that progress is being made, and that the Contractor is effectively utilizing the LOE provided under the work assignment.</p>	<p>EPA will thoroughly review work assignment funding ceiling overruns to determine the Contractor's ability to control the situation. If EPA determines that the Contractor failed to control cost, the Contractor will be rated "unsatisfactory" in this category.</p> <p>Multiple incidents of work assignment overrun that result in an overall cost overrun of greater than 4% of the approved total work assignment funding for the current contract period, will result in an unsatisfactory rating in the NIH Contract Performance System.</p>
<b>Quality of Product/Services</b> \The Contractor shall ensure documents developed under this task order are quality products that are factual and based on sound science and engineering principles.	Products delivered under this work assignment must not contain any major factual errors. The analyses provided in each product shall be logical, consistent, and defensible.	The WACOR will review all documents delivered under this work assignment for content accuracy.	<p>If EPA determines that the Contractor's analyses is factually inaccurate or if significant technical errors are found in any documents produced by the Contractor, EPA may determine that the cost associated with redoing the work shall be borne by the Contractor.</p> <p>Multiple incidents of this nature under the contract will result in an unsatisfactory rating for Quality and Manage Control being reported to the NIH Contract Performance System.</p>



<b>EPA</b> United States Environmental Protection Agency Washington, DC 20460 <b>Work Assignment</b>						Work Assignment Number 2-03				
						<input type="checkbox"/> Other <input type="checkbox"/> Amendment Number:				
Contract Number EP-C-16-003			Contract Period 07/01/2016 To 06/30/2021 Base                      Option Period Number    2			Title of Work Assignment/SF Site Name NPDES Nutrient Permitting				
Contractor EASTERN RESEARCH GROUP, INC.					Specify Section and paragraph of Contract SOW See PWS					
Purpose: <input checked="" type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input type="checkbox"/> Work Plan Approval						Period of Performance  From 07/12/2018 To 06/30/2019				
Comments:										
<div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Superfund           <span>Accounting and Appropriations Data</span> <input checked="" type="checkbox"/> Non-Superfund         </div>										
Note: To report additional accounting and appropriations data use EPA Form 1900-69A.										
SFO <input type="checkbox"/> (Max 2)										
Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
1										
2										
3										
4										
5										
Authorized Work Assignment Ceiling										
Contract Period:		Cost/Fee:				LOE:				
07/01/2016 To 06/30/2021										
This Action:										
Total:										
Work Plan / Cost Estimate Approvals										
Contractor WP Dated:					Cost/Fee			LOE:		
Cumulative Approved:					Cost/Fee			LOE:		
Work Assignment Manager Name    Danielle Stephan  <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>							Branch/Mail Code:			
							Phone Number: 202-564-0759			
							FAX Number:			
Project Officer Name    Robin Danesi  <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>							Branch/Mail Code:			
							Phone Number: 202-564-1846			
							FAX Number:			
Other Agency Official Name  <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>							Branch/Mail Code:			
							Phone Number:			
							FAX Number:			
Contracting Official Name    Brad Heath <div style="display: flex; justify-content: space-between;"> <div>             _____            (Signature)         </div> <div>7/12/2018 _____ (Date)</div> </div>							Branch/Mail Code:			
							Phone Number: 513-487-2352			
							FAX Number:			

**PERFORMANCE WORK STATEMENT  
CONTRACT EP-C-16-003  
WORK ASSIGNMENT 2-03**

**TITLE:** Support for NPDES Permitting Activities for Nutrient Pollution

**WORK ASSIGNMENT CONTRACTING OFFICER'S REPRESENTATIVE (WACOR):**

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Email: [stephan.danielle@epa.gov](mailto:stephan.danielle@epa.gov)

**ALTERNATE WORK ASSIGNMENT CONTRACTING OFFICER'S  
REPRESENTATIVE (AWACOR):**

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Email: [bathersfield.nizanna@epa.gov](mailto:bathersfield.nizanna@epa.gov)

**PERIOD OF PERFORMANCE:** July 12, 2018 through June 30, 2019

**ESTIMATED LEVEL OF EFFORT:** 1225 hours

**BACKGROUND:** Water Permits Division (WPD), within the Office of Wastewater Management (OWM), is responsible for the implementation and oversight of the National Pollutant Discharge Elimination System (NPDES) permit program. This program regulates point source discharges of pollutants to surface waters of the United States. To effectively implement the NPDES program, WPD develops national regulations, policies, and guidance, and supports the Environmental Protection Agency (EPA), Regions, Tribes, and States. WPD also provides technical support to the regulated community in assuring compliance with the Clean Water Act (and other statutes as they relate to the NPDES program).

Nutrient pollution consists of excess contributions of nitrogen and phosphorus to the Nation's surface waters and has consistently ranked as one of the top causes of degradation in U.S. waters for more than a decade. Excess nitrogen and phosphorus lead to significant water quality problems including harmful algal blooms, hypoxia and declines in wildlife and wildlife habitat; as recently seen in places like the Gulf of Mexico and Chesapeake Bay.

Current approaches developed to address permitting for toxic pollutants do not fully address the issues associated with developing nutrient permit limits that protect water quality standards.

Many waterbodies do not have numeric criteria for nutrients. The effects of nutrient pollution are widespread and the sources are from both, point and non-point sources. Permitting authorities are often faced with a daunting task of protecting water quality, especially on impaired waters where no TMDL has been developed.

It is essential that WPD effectively communicate information related to nutrient pollution in NPDES permits and how state and regional permitting authorities can address nutrient pollution. Using existing data sources and information about existing state implementation procedures, WPD Developed and implemented a series of in-person trainings *to* ensure the NPDES program effectively and efficiently achieves programmatic goals and protects water quality related to nutrient pollution.

To assist permit writers in determining how to develop permit limits for nutrient pollutants under such conditions, EPA is;

1. Adapt “in-person” training materials that have already been developed and piloted with state and regional permitting authorities to an online version that will be more readily available to permit writers,
2. Support 7 “in person” nutrient trainings/workshops with state permit writers and managers over the next 5 years
3. Support state and regional permitting authorities develop implementation procedures and water quality-based effluent limits for nutrients
4. Reviewing state water quality standards, implementation procedures, permits with nutrient limits, reasonable potential procedures, nutrient reduction strategies, technical documents developed by external stakeholders, and other information sources to inform the development of additional training resources and options for additions nutrient permitting practices.
5. Providing regular updates on the status of nutrient limits and monitoring requirements in NPDES permits.

**OBJECTIVE:** The objective of this work assignment is to provide technical support to EPA in its continued efforts to communicate information on nutrient pollution to NPDES permit writers on the state of nutrient requirements in NPDES permits, review and summarize state and regional implementation procedures related to nutrients, and update and develop online nutrients training materials. The target audience is NPDES permit writers, state and regional water program managers and other key NPDES program stakeholders, such as regulated point source dischargers.

**Performance Work Statement: Contract Sections 3.4, 3.5, 3.7, 3.9**

The administrative and technical tasks to be provided by the contractor under this work assignment shall support management, technical and logistical tasks associated with developing training materials and delivering the NPDES Permit Writer’s nutrients training course, and review and analysis related to implementation procedures for nutrient water quality standards. The contractor will not be involved in Agency policy or decision making.

As outlined above, technical support will include the following:

1. Nutrient Training Activities
  - a. **In-Person Training Materials and instructor** - the contractor shall provide support to EPA NPDES training staff for one instructor for an in person training in June 2017. The location and date are still to be determined.
  - b. **Training Materials** -Technical support will include updating existing training materials used to train state and regional NPDES permit writers in PowerPoint and adapt these materials to an online version of the training. Support will also entail assisting EPA in informing, educating, and involving key NPDES program stakeholders and permit writers on issues affecting implementation of the NPDES program as it pertains to the training. Reference guidance's includes but is not limited to, the Technical Support Document for Water Quality-based Toxics Control (1991), the U.S. EPA NPDES Permit Writers' Manual, Watershed-based NPDES Permitting Technical Guide, and Watershed-based permitting technical and implementation guidance, Water Quality Trading Toolkit for Permit Writers.
2. **Data collection and analysis** for NPDES permits with Nutrient requirements
3. **Nutrient Compendium** – Support the development of a State compendium of nutrient permitting practices.

#### **Task 0 – Program Management**

The contractor will prepare and submit a work plan and cost estimate that outlines the technical approach, methodology, and resources to be used to complete this work assignment. This work plan will include a list of the key personnel that will participate in the work assignment and an estimate of direct costs such as travel, computer costs, typing, etc.

The program management task also includes preparation and submission of the monthly progress report and invoice. By the 20th of each month, the contractor will electronically submit to the WACOR, CL-COR, and CO a progress report that documents the costs incurred and work performed during the previous accounting period, and work planned for the current accounting period. The progress report will highlight the hours and dollars expended as a percentage of the allocated hours or dollars. The report will also list by task the amount of work completed, include a table of hours by personnel, and identify any problems or difficulties.

This task also provides for contract management, including discussions between the CL-COR and the ERG Program Manager and discussions between the WACOR, and the contractor. The WACOR and appropriate contractor staff will conduct teleconferences and/or meetings with the WACOR to coordinate activities, review schedules, and discuss deliverables.

#### **Task 1 – Support and Participate in Workgroup and Work Planning Meetings**

The contractor shall participate in up to 20 workgroup meeting/conference calls lasting up to 2 hours with the WACOR and key stakeholders to discuss the training materials and related document and workgroup comments. The contractor shall also participate in up to 8 work planning meetings with the WACOR, program experts and workgroup members. EPA will schedule and initiate each call or meeting. For each conference call, the contractor shall facilitate and provide technical subject matter expertise to these discussions.

**Deliverables:** Attendance at all calls

## **Task 2 – Support for the NPDES Permit Writer’s Training Course on Nutrient Pollution Pre-course support**

The Contractor shall provide technical support for updates to training materials developed for the “NPDES permit writers specialty workshop” under EPA CONTRACT NO. EP-C-11-009 Work Assignment 03. The contractor shall support reorganization, drafting, editing and scripting/developing talking points for the 11 modules used for the in-person training. Some of these materials have been posted online and/or continue to be adapted to an online version in Task 3. the contractor shall provide individuals with experience with permitting for nutrient pollution, the basic NPDES permit writers course as well as familiarity with the various flexibilities within the clean water act such as, Watershed-based permitting, Water Quality Trading, Compliance schedules and Water Quality Standards variances, to assist in the development of online training materials.

### **Deliverables:**

	Deliverable	Due by
1	Updated draft course materials	30 days after WACOR technical direction

## **Task 3 – EPA HQ NPDES Nutrients On-line Course for EPA WPD/OWM’s NPDES Website**

Under the last option period, the contractor delivered draft scripts and suggested slides for 3 additional training modules: 1) Watershed-based Permitting, 2) Water Quality Trading and 3) Compliance Schedules and Variances. Work on these modules will continue from Option period one to option period 2. The following is a description of work the contractor shall be expected to perform.

**Technical Expertise:** The Contractor shall provide at least one individual who is an expert in developing online training materials using the "*articulate storyline*" software. In addition, the contractor shall provide individuals with experience with Watershed-based permitting, Water Quality Trading, Compliance schedules and Water Quality Standards variances, to assist in the development of online training materials.

**Revise training materials:** EPA has developed 3 “flexibilities” modules in PowerPoint for the in-person trainings, that now need to be adapted to the online platform in storyline. The contractor shall provide technical and administrative support for the development and review of 3 additional training modules. The contractor shall provide document production support including drafting technical components, editing existing text or text provided by stakeholders, creating graphics to illustrate various concepts in the training, and formatting the supporting document and, when necessary, the training materials using appropriate desktop publishing software. Additional updates to these files may include; restructuring the order of existing slides for better flow and continuity, editing slide content to ensure it is consistent with current EPA policy, rules and regulations, develop test questions, developing scripts for each slide. In developing the draft scripts and overall online structure, the contractor shall facilitate

collection of, compile, summarize and provide draft responses to comments on training materials. EPA will review and identify comments to be incorporated into the supporting document. The contractor shall incorporate EPA's comments and edits into the training materials. For planning purposes, the contractor shall assume up to 5 drafts of training materials.

In order to finalize scripts for each module, the contractor shall participate in up to 5 one-day working sessions to finalize draft scripts. Upon completion of the working session(s) with WACOR, the contractor shall incorporate comments into the draft training materials and finalize the scripts for the 3 modules.

The contractor shall format the graphics and text of the training materials so that the "look and feel" is consistent with the "US EPA NPDES Permit Writers' Course," and 8 modules previously completed under this task.

These modules will become "Part 3" of the online nutrient training. The EPAWACOR shall send the contractor the current version of the files.

**Record audio for 3 modules:** once the scripts for each of the 3 modules are finalized, the contractor shall assist EPA in recording the audio for each slide for the online training.

**Converting power point training materials to an online platform:** The contractor shall convert training materials into an online media using the "Storyline" (or comparable software) presentation development software and delivered part of all of the training modules to the WACOR via an EPA internal only (not live) intra-agency link or site for selected EPA HQ staff and the contractor to *Alpha and Beta test* the draft final on-line EPA HQ NPDES Nutrients on-line course prior to it being posted "live."

**Alpha and Beta testing:** The contractor shall consolidation of all comments received during the alpha and beta testing processes. The contractor, working closely with the WACOR, will review the comments and revise and finalize the on-line Nutrients course, as necessary. Edits shall include, but are not limited to:

- ensuring that the scripts are updated and accurately reflect any changes to script and/or audio,
- the slide animation on all slides matches the audio,
- re-record any sections of the training that require content changes,
- all available resources and hyperlinks are working properly.
- for possible concept refinements for better viewer understanding,
- errors in the visual or narration presentations,
- pacing or clarity of the presentations
- automated toggles or other course exercise features work including the certificate generation.

**Finalize online training materials:** Upon completion of the testing phases, and after all comments selected by the WACOR are addressed, the contractor will deliver a draft final

NPDES Nutrients on-line course for WACOR's final review within 30 days of completion and incorporation of beta testing comments.

Upon final review and as directed by WACOR, the contractor shall deliver,

1. the final training electronically through EPA's SharePoint site, or contractor equivalent file transfer site, to post the final on-line course on EPA's WPD/OWM NPDES website which meets all of EPA's format and/or website posting requirements,
2. two compact discs or memory sticks of the final EPA HQ NPDES Nutrients on-line course which includes the flash presentation and the webcast recordings, and
3. A PDF version of the online Training slides and Transcripts that are 508 compliant for posting to EPA's website.

**Uploading to EPA's Website and development of communication and outreach materials-**

Once the WACOR and EPA HQ managers have approved the final product the contractor will coordinate with the appropriate EPA NPDES website managers to upload the EPA HQ NPDES **Nutrients** on-line course and "go live." If after going live if there are problems the EPA contractor and the WACOR will discuss with the EPA website managers what needs to be fixed or adjusted to ensure proper operation and use by public viewers.

**Deliverables:**

	Deliverable	Due by
1	The contractor shall prepare draft training materials reflecting suggested updates to structure and language, draft scripts, and graphics for 3 modules	Up to 30 days after WACOR and contractor working session.
2	The contractor shall participate comment resolution meetings on web based training materials.	Up to 3 -one day working sessions to be scheduled after WACOR approves draft scripts
3	The contractor shall prepare final draft training materials based on WACOR comments	Up to 30 days after receipt of WACOR comments
4	The contractor shall adapt training PowerPoint materials into web-based training and provide draft materials to WACOR for review	Up to 30 days after receipt of WACOR comments
5	The contractor shall provide draft web-based training materials for Alpha and Beta testing phase.	Up to 30 days after receipt of WACOR comments
6	Consolidate comments from Alpha and Beta tests	Up to 30 days after receipt of WACOR comments

7	Final NPDES Nutrients on-line course: <ul style="list-style-type: none"> <li>• deliver electronically via EPA SharePoint site</li> <li>• two compact discs or memory sticks (including flash presentation and the webcast recordings)</li> <li>• PDF file of course slides and transcript compliant with all EPA web posting requirements (i.e. 508 compliant etc.)</li> </ul>	Within 15 days of final comments from WACOR
8	Communication and outreach materials	15 days after WACOR technical direction

#### **Task 4 – Analyze and Compile Effluent Data on Nutrient Pollution**

##### **A. General Permits Data Analysis**

In accordance with EPA’s protocol, for fiscal year ending September 2018, the contractor shall pull general permitting data for any parameter code related to nutrient pollution for all 50 states and major territories from the Integrated Compliance Information System (ICIS-NPDES). In addition to data pulled from ICIS-NPDES, the contractor shall pull equivalent data from the EPA’s Discharge Monitoring Report (DMR) Pollutant Loadings Tool. The purpose of this data pull is to aid in the comparison of data pulled directly from ICIS-NPDES with data pulled from the Loadings Tool. This analysis will help ensure the consistency of EPA’s Office of Waste Management’s nutrients data with data that is used by EPA’s Office of Oceans Wetlands and Watershed (OWOW) data pulls on behalf of the Hypoxia Task Force. The DMR Loadings Tool can be found at: <http://cfpub.epa.gov/dmr/>

The contractor shall produce up to 10 reports summarizing the general permitting data, similar to those developed under this task for the individual permitting data. The requirements of each report and table will be provided through written technical direction from the WACOR and deliverables will generally be due 14 working days after technical direction is given. EPA’s permitting protocol, and the format for the nutrients table that is on EPA’s website are each attached.

The contractor shall analyze available data ICIS-NPDES for the following data field for general permitted dischargers:



Appendix 1 – List of fields to pull from ICIS SAP Business Intelligence for permits with nutrient monitoring/limits:

Region Code	Feature Latitude/Longitude.	Limit Unit Short Desc
State Code	Horizontal Accuracy Measure	Limit Unit Desc
NPDES ID	(Meter) Perm Feature	Limit Value Type Code
Facility Type Code	Latitude/Longitude. Source Map	Limit Value Type Desc
Facility Type Desc	Scale Number Perm Feature	Limit Value
Permit Name	Latitude/Longitude. Reference	Limit Value Consolidation Limit
Facility Name	Point Desc Perm Feature	Value Requirement Short
Location Address Supplemental	Latitude/Longitude. Geometric	Statistical Base Short Desc
Address	Type Desc	Statistical Base Long Desc
City	Perm Feature	Limit Value Qualifier Code
State	Latitude/Longitude.	Primary Permit SIC Code
Code	Horizontal Collect Method Desc	Primary Permit SIC Desc Permit
Zip	Perm Feature	SIC Code
County Name	Latitude/Longitude.	Permit SIC Desc
Section Township Range	Horizontal Reference Datum	Permit SIC Primary Indicator
Latitude in Decimal Degrees	Desc	Primary Permit NAICS Code
Longitude in Decimal Degrees	Perm Feature Water Body. RAD	Primary Permit NAICS Desc
Horizontal Accuracy Measure	Reach ID	Permit NAICS Code
Source Map Scale Number	Perm Feature Water Body. RAD	Permit NAICS Desc
Reference Point Desc Geometric	HUC Code based on Reach ID	Permit NAICS Primary
Type Desc Horizontal Collect	Perm Feature Water Body. RAD	Indicator Primary Facility SIC
Method Desc	Water Body Name Perm Feature	Code
Horizontal Reference Datum	Water Body. State Water Body	Primary Facility SIC Desc
Desc	Code Perm Feature Water Body.	Facility SIC Code
HUC Code	State Water Body Name	Facility SIC Desc
Tribal Land Code	Perm Feature ID	Facility SIC Primary Indicator
Tribal Land Name	Perm Feature Flow. App Actual	Primary Facility NAICS Code
USBC Tribal Land Code Permit	Average Flow (MGD) Perm	Primary Facility NAICS Desc
Type Code	Feature Flow. Application	Facility NAICS Code
Permit Type Desc	Design Flow Limit Set	Facility NAICS Desc
Facility Type Indicator	Designator	Facility NAICS Primary
Curr. Major Minor Status Total	Limit Set Name	Indicator
App. Design Flow (MGD)	Limit Set Type Desc	Component Type Code
Total Actual Average Flow	Limit Set DMR Comments	Component Type Desc Curr.
(MGD)	Change of Limit Status Desc	Compl. Track. Status Curr.
Permit Status Code	Parameter Code Parameter Desc	Compl. Track. Status Start Dt
Permit Status Desc	Monitoring Location Code	Curr. Compl. Track. Status End
Issue Date	Monitoring Location Desc	Dt
Effective Date	Limit Season ID All Months	Dmr Non Receipt Flag
Expiration Date	Limit Applies - Short Basis Of	Rnc Tracking Flag MGP
State Water Body	Limit Code Basis Of Limit Desc	NPDES ID MGP Gen. Perm.
State Water Body Name Perm	Eligible for Burden Reduction?	Industrial Cat. Desc.
Feature Type Desc Perm	Any Effluent Trade in Place?	FRS Facility UIN
Feature Desc	Limit Type Code	FRS HUC Code
Perm Feature	Limit Type Desc	ICIS Facility Interest ID
Latitude/Longitude	Limit Start Date	
Latitude in Decimal Degrees	Limit End Date	
Perm Feature	Limit Frequency of Analysis	
Latitude/Longitude. Longitude	Desc	
in Decimal Degrees Perm	Limit Sample Type Desc	

Raw data reports for general permitted facilities should be provided to EPA in separate files.

**Deliverables:**

	Deliverable	Due by
1	Nutrient general permitting data analysis report from ICIS-NPDES	Within 14 days of receipt of Technical Direction from the WACOR
2	Nutrient general permitting data analysis report from ICIS-NPDES and the DMR Loadings Tool, filtering out all the facilities outside of the Mississippi River Basin watershed	Within 14 days of receipt of Technical Direction from the WACOR

**B. Individual Permitting Data (Beginning Late Summer/Early Fall 2018)**

In accordance with EPA's protocol, for fiscal year ending September 2018, the contractor shall pull data on any parameter code related to nutrient pollution for all 50 states and major territories from the Integrated Compliance Information System (ICIS-NPDES). In addition to data pulled from ICIS-NPDES, the contractor shall pull equivalent data from the EPA's Discharge Monitoring Report (DMR) Pollutant Loadings Tool. The purpose of this data pull is to aid in the comparison of data pulled directly from ICIS-NPDES with data pulled from the Loadings Tool. This analysis will help ensure the consistency of EPA's Office of Waste Management's nutrients data with data that is used by EPA's Office of Oceans Wetlands and Watershed (OWOW) data pulls on behalf of the Hypoxia Task Force. The DMR Loadings Tool can be found at: <http://cfpub.epa.gov/dmr/>

The contractor shall deliver up to 15 reports that summarize trends in the permit limit data with a focus on permit limit characteristics and monitoring requirements for individual permits and general permits. These reports will include a set of data reports using the data pull from ICIS with facilities outside of the Mississippi/Atchafalaya River Basin (MARB) filtered out, and a set of data reports using the data pull from the DMR Loadings Tool with facilities outside of the MARB filtered out. The contractor shall also deliver a table of NPDES nutrient monitoring and limits data, using the data from the ICIS data pull, and formatted in accordance with EPA's web format.

The requirements of each report and table will be provided through written technical direction from the WACOR and deliverables will generally be due 14 working days after technical direction is given. EPA's permitting protocol, and the format for the nutrients table that is on EPA's website are each attached.

The contractor shall analyze available data from ICIS-NPDES for the following data fields for individually and general permitted dischargers: See Appendix 1

Raw data reports for individual permitted facilities should be provided to EPA in separate files.

**Deliverables:**

	Deliverable	Due by
1	Nutrient permitting data analysis report from ICIS-NPDES	Within 14 days of receipt of Technical Direction from the WACOR
2	Nutrient permitting data analysis report from ICIS-NPDES and the DMR Loadings Tool, filtering out all the facilities outside of the Mississippi River Basin watershed	Within 14 days of receipt of Technical Direction from the WACOR
3	Table of nutrient permitting data from ICIS-NPDES, using EPA's web format	Within 14 days of receipt of Technical Direction from the WACOR

**C. Loadings Tool Search**

EPA would like to develop a search within the DMR Loadings Tool that would allow data to be pulled, as needed. Initially, EPA would like the contractor to develop a search that will extract data on individual NPDES permits that include limits and monitoring for nutrients.

The contractor shall scope out this project, at the direction of the WACOR, and work to identify steps to build this search. Upon the approval and direction by the WACOR, the contractor shall begin developing a test search.

**Deliverables:**

	Deliverable	Due by
1	A project plan, identifying the steps needed to develop the search	Within 30 days of receipt of Technical Direction from the WACOR
2	Develop test search	Within 30 days of receipt of Technical Direction from the WACOR

**Task 5 – Compendium of State NPDES Nutrient Practices**

EPA has been working on a compendium of state practices, policies and procedures targeted to reducing nutrients from point sources. The purpose of the compendium is to facilitate state-to-state sharing about different methods of addressing the adverse effects of nutrient pollution in NPDES permits. Several states have developed practices and procedures for nutrient pollution, while others are still discerning how to address nutrients. This compendium will serve as a “clearing house” for the various procedures, and open dialog on the different approaches. The compendium may include information on the following procedures and practices:

- Mixing Zone Policies for Nutrients

- Variance Policies
- Critical Low Flows
- Critical Effluent Concentrations
- Background Concentrations
- State Performance Based Approaches
- Water Quality Trading for Nutrients
- Watershed-Based Permitting
- TMDL implementation

The contractor shall assist the WACOR with finalizing the compendium materials once EPA staff have written the narratives for each of the compendium topics. Finalizing the document shall include formatting, graphic work and technical editing. The contractor shall make sure that the document looks professional and consistent with the "look and feel" of other compendium documents produced by EPA. The WACOR shall send example documents to the contractor so they can see other compendiums that EPA has produced. The contractor shall use Microsoft word, publisher or other compatible publishing software as long as the WACOR has access to the program and can make edits once the final document is delivered.

**Deliverables:**

	Deliverable	Due by
1	Final compendium document	Within 30 days of receipt of Technical Direction from the WACOR

**Reporting Requirements:** Reports shall be submitted in accordance with the reporting requirements of the contract. In addition, the contractor shall maintain contact with the WACOR to advise the WACOR of progress and problems. All documents shall be delivered in a format compatible with Microsoft Office 2013, HTML, and/or PDF format, as requested by the WACOR. The contractor shall notify the WACOR immediately when expenditures of 75% and 90% of the work assignment LOE or funding (including pipeline costs) are reached.

The contractor shall be prepared to submit for inspection copies of all work in progress any time as requested by the WACOR. The contractor shall not release information or comments on works performed under this work assignment without the WACOR's prior written authorization. Wherever practicable, any written materials submitted to EPA must be doubled-sided and on recycled paper. Any computer disks submitted to the WACOR shall be scanned for and identified as free from viruses.

**Anticipated Travel Requirements:** Some limited local travel may be necessary to attend meetings with the WACOR.

**Additional Requirements:** Upon issuance of written technical direction, the contractor shall submit for inspection all work in progress at any time under this work assignment. The contractor shall develop and maintain files supporting each task. The contractor shall contact the

CL-COR and/or WACOR by telephone to discuss any problems that may adversely affect the work on this Work Assignment. Within five (5) calendar days the contractor shall follow the phone call with a brief written explanation of the problem, including any actions already taken, and/or recommended solutions to correct the problem. Written explanation shall be made available to the CL-COR and the WACOR.

**Contractor Identification:** To avoid any perception that contractor personnel are EPA employees, the contractor shall assure that contractor personnel are clearly identified as independent contractors of EPA when attending meetings with outside parties or visiting field sites.

### **Control Requirements:**

#### Quality Assurance Project Plan (QAPP):

A quality assurance project plan (QAPP) is not required for Tasks 0, 1, 2, 3 and 5 of this work assignment. However, Task 4 will require a Quality Assurance Project Plan (QAPP) which outlines the contractor's decision criteria that the contractor used in developing data analysis and summary charts for nutrient permitting data. The sources of the information collected by the contractor for EPA are primarily from publicly available information sources and considered secondary data. The data quality objective for this information is that the nutrient permitting data analysis factually represent the information contained in the source documentation. The contractor shall refer all policy related questions to EPA. The contractor shall provide QAPP for tasks 4, within 15 days of receipt of work assignment.

#### Organizational Conflict of Interest:

The contractor shall warrant that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the contractor has disclosed all such relevant information. See contract clause 1552.209-71 Organization of Conflict of Interest.

#### Notification of Conflicts of Interest Regarding Personnel:

The Contractor shall immediately notify the Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest regarding any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding the contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. See Section H.4, contract clause EPAAR 1552.209-73 Notification of Conflict of Interest.

#### Enforcement Sensitive Information

The contractor recognizes that contractor employees in performing tasks specified by this WA may have access to data/information, either provided by the government or first generated during contract performance, of enforcement sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Enforcement sensitive refers to

records or information compiled for law enforcement purposes (whether administrative, civil or criminal), the disclosure of which could reasonably be expected to interfere with the enforcement action. It is imperative that all contractor personnel, including but not limited to, subcontractor and consultant personnel assigned to work on this contract and/or WA, or with access to materials developed pursuant to such efforts, understand that this information is confidential and any disclosure or misuse of the information may result in prosecution to the fullest extent of the law. All contractor personnel are expected to exercise due diligence in safeguarding, handling or disposing of any such information.

#### Project Employee Confidentiality Agreement

The contractor agrees that the contractor employee will not disclose, either in whole or in part, to any entity external to the EPA, the Department of Justice, or the contractor, any information or data (as defined in FAR Section 27.401) provided by the government or first generated by the contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Project Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the contractor must provide immediate advance notification to the EPA so that the EPA can take action to prevent such disclosure. Such agreements shall be effective for the life and for a period of five (5) years after completion of the contract.

#### Handling of Confidential Business Information (CBI)

Contractor's access to TSCA CBI must comply with the procedures set forth in the TSCA CBI Security Manual. Likewise, access to FIFRA CBI shall follow the security procedures set forth in the FIFRA Information Security Manual.

To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the contractor shall protect such data from unauthorized use and disclosure.

All files or other information identified as Confidential Business Information (CBI) shall be treated as confidential and kept in a secure area with access limited to only contractor personnel directly involved in the case or special project assignment. The contractor, subcontractor, and consultant personnel are bound by the requirements and sanctions contained in their contracts with the EPA and in EPA's confidentiality regulations found at 40 CFR Part 2, Subpart B. Subcontractors and consultants must adhere to EPA-approved security plans which describe procedures to protect CBI, and are required to sign non-disclosure agreements before gaining access to CBI.

All official data, findings, and results of investigations and studies completed by the contractor shall be available for EPA and DOJ internal use only. The contractor shall not release any part of such data without the written direction of the WACOR.

#### Conference/Meeting Guideline and Limitations

The contractor shall immediately alert the WACOR to any anticipated event under the work assignment which may result in incurring an estimated \$20,000 or more cost, funded by EPA, specific to that event, meeting, training, etc. Those costs would include travel of both prime and consultant personnel, planning and facilitation costs, AV and rental of venue costs, etc. The WACOR will then prepare approval internal paperwork for the event and will advise the contractor when appropriate signatures have been obtained. At that point, effort can proceed for the event. If the event is being sponsored by another EPA organization, the organization providing the planning is responsible for the approval.

<b>EPA</b> United States Environmental Protection Agency Washington, DC 20460 <b>Work Assignment</b>						Work Assignment Number 2-03				
						<input type="checkbox"/> Other <input checked="" type="checkbox"/> Amendment Number: 000001				
Contract Number EP-C-16-003			Contract Period 07/01/2016 To 06/30/2021 Base                      Option Period Number    2			Title of Work Assignment/SF Site Name NPDES Nutrient Permitting				
Contractor EASTERN RESEARCH GROUP, INC.				Specify Section and paragraph of Contract SOW See PWS						
Purpose: <input type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input checked="" type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input type="checkbox"/> Work Plan Approval						Period of Performance  From 09/19/2018 To 06/30/2019				
Comments:										
<input type="checkbox"/> Superfund                      Accounting and Appropriations Data <input checked="" type="checkbox"/> Non-Superfund										
SFO <input type="checkbox"/> Note: To report additional accounting and appropriations date use EPA Form 1900-69A.										
Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
1										
2										
3										
4										
5										
Authorized Work Assignment Ceiling										
Contract Period:		Cost/Fee:				LOE:				
07/01/2016 To 06/30/2021										
This Action:										
Total:										
Work Plan / Cost Estimate Approvals										
Contractor WP Dated:						Cost/Fee		LOE:		
Cumulative Approved:						Cost/Fee		LOE:		
Work Assignment Manager Name    Danielle Stephan  <div style="display: flex; justify-content: space-between; border-top: 1px solid black; margin-top: 10px;"> <span>(Signature)</span> <span>(Date)</span> </div>						Branch/Mail Code:				
						Phone Number: 202-564-0759				
						FAX Number:				
Project Officer Name    Jennifer Chan  <div style="display: flex; justify-content: space-between; border-top: 1px solid black; margin-top: 10px;"> <span>(Signature)</span> <span>(Date)</span> </div>						Branch/Mail Code:				
						Phone Number: 202-564-3067				
						FAX Number:				
Other Agency Official Name  <div style="display: flex; justify-content: space-between; border-top: 1px solid black; margin-top: 10px;"> <span>(Signature)</span> <span>(Date)</span> </div>						Branch/Mail Code:				
						Phone Number:				
						FAX Number:				
Contracting Official Name    Brad Heath <div style="display: flex; justify-content: space-between; border-top: 1px solid black; margin-top: 10px;"> <span>(Signature)</span> <span>9/19/2018</span> </div>						Branch/Mail Code:				
						Phone Number: 513-487-2352				
						FAX Number:				



**PERFORMANCE WORK STATEMENT  
CONTRACT EP-C-16-003  
WORK ASSIGNMENT 2-03  
AMENDMENT 1**

**TITLE:** Support for NPDES Permitting Activities for Nutrient Pollution

**WORK ASSIGNMENT CONTRACTING OFFICER'S REPRESENTATIVE (WACOR):**

Danielle Stephan  
U.S. Environmental Protection Agency  
Office of Wastewater Management Water Permits Division (4203M)  
Washington, DC 20460  
W: 202-564-0759 F: 202-564-9544  
E-mail: [stephan.danielle@epa.gov](mailto:stephan.danielle@epa.gov)

**ALTERNATE WORK ASSIGNMENT CONTRACTING OFFICER'S REPRESENTATIVE (AWACOR):**

Nizanna Bathersfield  
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**PERIOD OF PERFORMANCE:** September 19, 2018 through June 30, 2019

**ESTIMATED LEVEL OF EFFORT:** 250 hours (Amendment 1 Only)

**BACKGROUND:** Water Permits Division (WPD), within the Office of Wastewater Management (OWM), is responsible for the implementation and oversight of the National Pollutant Discharge Elimination System (NPDES) permit program. This program regulates point source discharges of pollutants to surface waters of the United States. To effectively implement the NPDES program, WPD develops national regulations, policies, and guidance, and supports the Environmental Protection Agency (EPA), Regions, Tribes, and States. WPD also provides technical support to the regulated community in assuring compliance with the Clean Water Act (and other statutes as they relate to the NPDES program).

Nutrient pollution consists of excess contributions of nitrogen and phosphorus to the Nation's surface waters and has consistently ranked as one of the top causes of degradation in U.S. waters for more than a decade. Excess nitrogen and phosphorus lead to significant water quality problems including harmful algal blooms, hypoxia and declines in wildlife and wildlife habitat; as recently seen in places like the Gulf of Mexico and Chesapeake Bay.

Current approaches developed to address permitting for toxic pollutants do not fully address the issues associated with developing nutrient permit limits that protect water quality standards. Many waterbodies do not have numeric criteria for nutrients. The effects of nutrient pollution are widespread and the sources are from both, point and non-point sources. Permitting authorities are often faced with a daunting task of protecting water quality, especially on impaired waters where no TMDL has been developed.

It is essential that WPD effectively communicate information related to nutrient pollution in NPDES permits and how state and regional permitting authorities can address nutrient pollution. Using existing data sources and information about existing state implementation procedures, WPD Developed and implemented a series of in-person trainings *to* ensure the NPDES program effectively and efficiently achieves programmatic goals and protects water quality related to nutrient pollution.

To assist permit writers in determining how to develop permit limits for nutrient pollutants under such conditions, EPA is;

1. Adapt “in-person” training materials that have already been developed and piloted with state and regional permitting authorities to an online version that will be more readily available to permit writers,
2. Support 7 “in person” nutrient trainings/workshops with state permit writers and managers over the next 5 years
3. Support state and regional permitting authorities develop implementation procedures and water quality-based effluent limits for nutrients
4. Reviewing state water quality standards, implementation procedures, permits with nutrient limits, reasonable potential procedures, nutrient reduction strategies, technical documents developed by external stakeholders, and other information sources to inform the development of additional training resources and options for additions nutrient permitting practices.
5. Providing regular updates on the status of nutrient limits and monitoring requirements in NPDES permits.

**OBJECTIVE:** The objective of this work assignment is to provide technical support to EPA in its continued efforts to communicate information on nutrient pollution to NPDES permit writers on the state of nutrient requirements in NPDES permits, review and summarize state and regional implementation procedures related to nutrients, and update and develop online nutrients training materials. The target audience is NPDES permit writers, state and regional water program managers and other key NPDES program stakeholders, such as regulated point source dischargers.

### **Performance Work Statement: Contract Sections 3.4, 3.5, 3.7, 3.9**

The administrative and technical tasks to be provided by the contractor under this work assignment shall support management, technical and logistical tasks associated with developing training materials and delivering the NPDES Permit Writer’s nutrients training course, and review and analysis related to implementation procedures for nutrient water quality standards. The contractor will not be involved in Agency policy or decision making.

As outlined above, technical support will include the following:

1. Nutrient Training Activities
  - a. **In-Person Training Materials and instructor** - the contractor shall provide support to EPA NPDES training staff for one instructor for an in person training. The location and date are still to be determined.
  - b. **Training Materials** -Technical support will include updating existing training materials used to train state and regional NPDES permit writers in PowerPoint and adapt these materials to an online version of the training. Support will also entail assisting EPA in informing, educating, and involving key NPDES program stakeholders and permit writers on issues affecting implementation of the NPDES program as it pertains to the training. Reference guidance's includes but is not limited to, the Technical Support Document for Water Quality-based Toxics Control (1991), the U.S. EPA NPDES Permit Writers' Manual, Watershed-based NPDES Permitting Technical Guide, and Watershed- based permitting technical and implementation guidance, Water Quality Trading Toolkit for Permit Writers.
2. **Data collection and analysis** for NPDES permits with Nutrient requirements
3. **Nutrient Compendium** – Support the development of a State compendium of nutrient permitting practices.

#### **Task 0 – Program Management**

The contractor will prepare and submit a work plan and cost estimate that outlines the technical approach, methodology, and resources to be used to complete this work assignment. This work plan will include a list of the key personnel that will participate in the work assignment and an estimate of direct costs such as travel, computer costs, typing, etc.

The program management task also includes preparation and submission of the monthly progress report and invoice. By the 20th of each month, the contractor will electronically submit to the WACOR, CL-COR, and CO a progress report that documents the costs incurred and work performed during the previous accounting period, and work planned for the current accounting period. The progress report will highlight the hours and dollars expended as a percentage of the allocated hours or dollars. The report will also list by task the amount of work completed, include a table of hours by personnel, and identify any problems or difficulties.

This task also provides for contract management, including discussions between the CL-COR and the ERG Program Manager and discussions between the WACOR, and the contractor. The WACOR and appropriate contractor staff will conduct teleconferences and/or meetings with the WACOR to coordinate activities, review schedules, and discuss deliverables.

#### **Task 1 – Support and Participate in Workgroup and Work Planning Meetings**

The contractor shall participate in up to 20 workgroup meeting/conference calls lasting up to 2 hours with the WACOR and key stakeholders to discuss the training materials and related document and workgroup comments. The contractor shall also participate in up to 8 work planning meetings with the WACOR, program experts and workgroup members. EPA will schedule and initiate each call or meeting. For each conference call, the contractor shall facilitate and provide technical subject matter expertise to these discussions.

**Deliverables:** Attendance at all calls

## **Task 2 – Support for the NPDES Permit Writer’s Training Course on Nutrient Pollution**

### **Pre-course support**

The Contractor shall provide technical support for updates to training materials developed for the “NPDES permit writers specialty workshop” under EPA CONTRACT NO. EP-C-11-009 Work Assignment 03. The contractor shall support reorganization, drafting, editing and scripting/developing talking points for the 11 modules used for the in-person training. Some of these materials have been posted online and/or continue to be adapted to an online version in Task 3. the contractor shall provide individuals with experience with permitting for nutrient pollution, the basic NPDES permit writers course as well as familiarity with the various flexibilities within the clean water act such as, Watershed-based permitting, Water Quality Trading, Compliance schedules and Water Quality Standards variances, to assist in the development of online training materials.

### **Deliverables:**

	Deliverable	Due by
1	Updated draft course materials	30 days after WACOR technical direction

## **Task 3 – EPA HQ NPDES Nutrients On-line Course for EPA WPD/OWM’s NPDES Website**

Under the last option period, the contractor delivered draft scripts and suggested slides for 3 additional training modules: 1) Watershed-based Permitting, 2) Water Quality Trading and 3) Compliance Schedules and Variances. Work on these modules will continue from Option period one to option period 2. The following is a description of work the contractor shall be expected to perform.

**Technical Expertise:** The Contractor shall provide at least one individual who is an expert in developing online training materials using the "*articulate storyline*" software. In addition, the contractor shall provide individuals with experience with Watershed-based permitting, Water Quality Trading, Compliance schedules and Water Quality Standards variances, to assist in the development of online training materials.

**Revise training materials:** EPA has developed 3 “flexibilities” modules in PowerPoint for the in-person trainings, that now need to be adapted to the online platform in storyline. The contractor shall provide technical and administrative support for the development and review of 3 additional training modules. The contractor shall provide document production support including drafting technical components, editing existing text or text provided by stakeholders, creating graphics to illustrate various concepts in the training, and formatting the supporting document and, when necessary, the training materials using appropriate desktop publishing software. Additional updates to these files may include; restructuring the order of existing slides for better flow and continuity, editing slide content to ensure it is consistent with current EPA policy, rules and regulations, develop test questions, developing scripts for each slide. In developing the draft scripts and overall online structure, the contractor shall facilitate

collection of, compile, summarize and provide draft responses to comments on training materials. EPA will review and identify comments to be incorporated into the supporting document. The contractor shall incorporate EPA's comments and edits into the training materials. For planning purposes, the contractor shall assume up to 5 drafts of training materials.

In order to finalize scripts for each module, the contractor shall participate in up to 5 one-day working sessions to finalize draft scripts. Upon completion of the working session(s) with WACOR, the contractor shall incorporate comments into the draft training materials and finalize the scripts for the 3 modules.

The contractor shall format the graphics and text of the training materials so that the "look and feel" is consistent with the "US EPA NPDES Permit Writers' Course," and 8 modules previously completed under this task.

These modules will become "Part 3" of the online nutrient training. The EPAWACOR shall send the contractor the current version of the files.

**Record audio for 3 modules:** once the scripts for each of the 3 modules are finalized, the contractor shall assist EPA in recording the audio for each slide for the online training.

**Converting power point training materials to an online platform:** The contractor shall convert training materials into an online media using the "Storyline" (or comparable software) presentation development software and delivered part of all of the training modules to the WACOR via an EPA internal only (not live) intra-agency link or site for selected EPA HQ staff and the contractor to *Alpha and Beta test* the draft final on-line EPA HQ NPDES Nutrients on-line course prior to it being posted "live."

**Alpha and Beta testing:** The contractor shall consolidation of all comments received during the alpha and beta testing processes. The contractor, working closely with the WACOR, will review the comments and revise and finalize the on-line Nutrients course, as necessary. Edits shall include, but are not limited to:

- ensuring that the scripts are updated and accurately reflect any changes to script and/or audio,
- the slide animation on all slides matches the audio,
- re-record any sections of the training that require content changes,
- all available resources and hyperlinks are working properly.
- for possible concept refinements for better viewer understanding,
- errors in the visual or narration presentations,
- pacing or clarity of the presentations
- automated toggles or other course exercise features work including the certificate generation.

**Finalize online training materials:** Upon completion of the testing phases, and after all comments selected by the WACOR are addressed, the contractor will deliver a draft final

NPDES Nutrients on-line course for WACOR's final review within 30 days of completion and incorporation of beta testing comments.

Upon final review and as directed by WACOR, the contractor shall deliver,

1. the final training electronically through EPA's SharePoint site, or contractor equivalent file transfer site, to post the final on-line course on EPA's WPD/OWM NPDES website which meets all of EPA's format and/or website posting requirements,
2. two compact discs or memory sticks of the final EPA HQ NPDES Nutrients on-line course which includes the flash presentation and the webcast recordings, and
3. A PDF version of the online Training slides and Transcripts that are 508 compliant for posting to EPA's website.

**Uploading to EPA's Website and development of communication and outreach materials-**

Once the WACOR and EPA HQ managers have approved the final product the contractor will coordinate with the appropriate EPA NPDES website managers to upload the EPA HQ NPDES **Nutrients** on-line course and "go live." If after going live if there are problems the EPA contractor and the WACOR will discuss with the EPA website managers what needs to be fixed or adjusted to ensure proper operation and use by public viewers.

**Deliverables:**

	Deliverable	Due by
1	The contractor shall prepare draft training materials reflecting suggested updates to structure and language, draft scripts, and graphics for 3 modules	Up to 30 days after WACOR and contractor working session.
2	The contractor shall participate comment resolution meetings on web based training materials.	Up to 3 -one day working sessions to be scheduled after WACOR approves draft scripts
3	The contractor shall prepare final draft training materials based on WACOR comments	Up to 30 days after receipt of WACOR comments
4	The contractor shall adapt training PowerPoint materials into web-based training and provide draft materials to WACOR for review	Up to 30 days after receipt of WACOR comments
5	The contractor shall provide draft web-based training materials for Alpha and Beta testing phase.	Up to 30 days after receipt of WACOR comments
6	Consolidate comments from Alpha and Beta tests	Up to 30 days after receipt of WACOR comments

7	Final NPDES Nutrients on-line course: <ul style="list-style-type: none"> <li>• deliver electronically via EPA SharePoint site</li> <li>• two compact discs or memory sticks (including flash presentation and the webcast recordings)</li> <li>• PDF file of course slides and transcript compliant with all EPA web posting requirements (i.e. 508 compliant etc.)</li> </ul>	Within 15 days of final comments from WACOR
8	Communication and outreach materials	15 days after WACOR technical direction

#### **Task 4 – Analyze and Compile Effluent Data on Nutrient Pollution**

##### **A. General Permits Data Analysis**

In accordance with EPA’s protocol, for fiscal year ending September 2018, the contractor shall pull general permitting data for any parameter code related to nutrient pollution for all 50 states and major territories from the Integrated Compliance Information System (ICIS-NPDES). In addition to data pulled from ICIS-NPDES, the contractor shall pull equivalent data from the EPA’s Discharge Monitoring Report (DMR) Pollutant Loadings Tool. The purpose of this data pull is to aid in the comparison of data pulled directly from ICIS-NPDES with data pulled from the Loadings Tool. This analysis will help ensure the consistency of EPA’s Office of Waste Management’s nutrients data with data that is used by EPA’s Office of Oceans Wetlands and Watershed (OWOW) data pulls on behalf of the Hypoxia Task Force. The DMR Loadings Tool can be found at: <http://cfpub.epa.gov/dmr/>

The contractor shall produce up to 10 reports summarizing the general permitting data, similar to those developed under this task for the individual permitting data. The requirements of each report and table will be provided through written technical direction from the WACOR and deliverables will generally be due 14 working days after technical direction is given. EPA’s permitting protocol, and the format for the nutrients table that is on EPA’s website are each attached.

The contractor shall analyze available data ICIS-NPDES for the following data field for general permitted dischargers:



Appendix 1 – List of fields to pull from ICIS SAP Business Intelligence for permits with nutrient monitoring/limits:

Region Code	Feature Latitude/Longitude.	Limit Unit Short Desc
State Code	Horizontal Accuracy Measure	Limit Unit Desc
NPDES ID	(Meter) Perm Feature	Limit Value Type Code
Facility Type Code	Latitude/Longitude. Source Map	Limit Value Type Desc
Facility Type Desc	Scale Number Perm Feature	Limit Value
Permit Name	Latitude/Longitude. Reference	Limit Value Consolidation Limit
Facility Name	Point Desc Perm Feature	Value Requirement Short
Location Address Supplemental	Latitude/Longitude. Geometric	Statistical Base Short Desc
Address	Type Desc	Statistical Base Long Desc
City	Perm Feature	Limit Value Qualifier Code
State	Latitude/Longitude.	Primary Permit SIC Code
Code	Horizontal Collect Method Desc	Primary Permit SIC Desc Permit
Zip	Perm Feature	SIC Code
County Name	Latitude/Longitude.	Permit SIC Desc
Section Township Range	Horizontal Reference Datum	Permit SIC Primary Indicator
Latitude in Decimal Degrees	Desc	Primary Permit NAICS Code
Longitude in Decimal Degrees	Perm Feature Water Body. RAD	Primary Permit NAICS Desc
Horizontal Accuracy Measure	Reach ID	Permit NAICS Code
Source Map Scale Number	Perm Feature Water Body. RAD	Permit NAICS Desc
Reference Point Desc Geometric	HUC Code based on Reach ID	Permit NAICS Primary
Type Desc Horizontal Collect	Perm Feature Water Body. RAD	Indicator Primary Facility SIC
Method Desc	Water Body Name Perm Feature	Code
Horizontal Reference Datum	Water Body. State Water Body	Primary Facility SIC Desc
Desc	Code Perm Feature Water Body.	Facility SIC Code
HUC Code	State Water Body Name	Facility SIC Desc
Tribal Land Code	Perm Feature ID	Facility SIC Primary Indicator
Tribal Land Name	Perm Feature Flow. App Actual	Primary Facility NAICS Code
USBC Tribal Land Code Permit	Average Flow (MGD) Perm	Primary Facility NAICS Desc
Type Code	Feature Flow. Application	Facility NAICS Code
Permit Type Desc	Design Flow Limit Set	Facility NAICS Desc
Facility Type Indicator	Designator	Facility NAICS Primary
Curr. Major Minor Status Total	Limit Set Name	Indicator
App. Design Flow (MGD)	Limit Set Type Desc	Component Type Code
Total Actual Average Flow	Limit Set DMR Comments	Component Type Desc Curr.
(MGD)	Change of Limit Status Desc	Compl. Track. Status Curr.
Permit Status Code	Parameter Code Parameter Desc	Compl. Track. Status Start Dt
Permit Status Desc	Monitoring Location Code	Curr. Compl. Track. Status End
Issue Date	Monitoring Location Desc	Dt
Effective Date	Limit Season ID All Months	Dmr Non Receipt Flag
Expiration Date	Limit Applies - Short Basis Of	Rnc Tracking Flag MGP
State Water Body	Limit Code Basis of Limit Desc	NPDES ID MGP Gen. Perm.
State Water Body Name Perm	Eligible for Burden Reduction?	Industrial Cat. Desc.
Feature Type Desc Perm	Any Effluent Trade in Place?	FRS Facility UIN
Feature Desc	Limit Type Code	FRS HUC Code
Perm Feature	Limit Type Desc	ICIS Facility Interest ID
Latitude/Longitude	Limit Start Date	
Latitude in Decimal Degrees	Limit End Date	
Perm Feature	Limit Frequency of Analysis	
Latitude/Longitude. Longitude	Desc	
in Decimal Degrees Perm	Limit Sample Type Desc	



Raw data reports for general permitted facilities should be provided to EPA in separate files.

**Deliverables:**

	Deliverable	Due by
1	Nutrient general permitting data analysis report from ICIS-NPDES	Within 14 days of receipt of Technical Direction from the WACOR
2	Nutrient general permitting data analysis report from ICIS-NPDES and the DMR Loadings Tool, filtering out all the facilities outside of the Mississippi River Basin watershed	Within 14 days of receipt of Technical Direction from the WACOR

**B. Individual Permitting Data (Beginning Late Summer/Early Fall 2018)**

In accordance with EPA's protocol, for fiscal year ending September 2018, the contractor shall pull data on any parameter code related to nutrient pollution for all 50 states and major territories from the Integrated Compliance Information System (ICIS-NPDES). In addition to data pulled from ICIS-NPDES, the contractor shall pull equivalent data from the EPA's Discharge Monitoring Report (DMR) Pollutant Loadings Tool. The purpose of this data pull is to aid in the comparison of data pulled directly from ICIS-NPDES with data pulled from the Loadings Tool. This analysis will help ensure the consistency of EPA's Office of Waste Management's nutrients data with data that is used by EPA's Office of Oceans Wetlands and Watershed (OWOW) data pulls on behalf of the Hypoxia Task Force. The DMR Loadings Tool can be found at: <http://cfpub.epa.gov/dmr/>

The contractor shall deliver up to 15 reports that summarize trends in the permit limit data with a focus on permit limit characteristics and monitoring requirements for individual permits and general permits. These reports will include a set of data reports using the data pull from ICIS with facilities outside of the Mississippi/Atchafalaya River Basin (MARB) filtered out, and a set of data reports using the data pull from the DMR Loadings Tool with facilities outside of the MARB filtered out. The contractor shall also deliver a table of NPDES nutrient monitoring and limits data, using the data from the ICIS data pull, and formatted in accordance with EPA's web format.

The requirements of each report and table will be provided through written technical direction from the WACOR and deliverables will generally be due 14 working days after technical direction is given. EPA's permitting protocol, and the format for the nutrients table that is on EPA's website are each attached.

The contractor shall analyze available data from ICIS-NPDES for the following data fields for individually and general permitted dischargers: See Appendix 1

Raw data reports for individual permitted facilities should be provided to EPA in separate files.

**Deliverables:**

	Deliverable	Due by
1	Nutrient permitting data analysis report from ICIS-NPDES	Within 14 days of receipt of Technical Direction from the WACOR
2	Nutrient permitting data analysis report from ICIS-NPDES and the DMR Loadings Tool, filtering out all the facilities outside of the Mississippi River Basin watershed	Within 14 days of receipt of Technical Direction from the WACOR
3	Table of nutrient permitting data from ICIS-NPDES, using EPA's web format	Within 14 days of receipt of Technical Direction from the WACOR

**C. Loadings Tool Search**

EPA would like to develop a search within the DMR Loadings Tool that would allow data to be pulled, as needed. Initially, EPA would like the contractor to develop a search that will extract data on individual NPDES permits that include limits and monitoring for nutrients.

The contractor shall scope out this project, at the direction of the WACOR, and work to identify steps to build this search. Upon the approval and direction by the WACOR, the contractor shall begin developing a test search.

**Deliverables:**

	Deliverable	Due by
1	A project plan, identifying the steps needed to develop the search	Within 30 days of receipt of Technical Direction from the WACOR
2	Develop test search	Within 30 days of receipt of Technical Direction from the WACOR

**Task 5 – Compendium of State NPDES Nutrient Practices**

EPA has been working on a compendium of state practices, policies and procedures targeted to reducing nutrients from point sources. The purpose of the compendium is to facilitate state-to-state sharing about different methods of addressing the adverse effects of nutrient pollution in NPDES permits. Several states have developed practices and procedures for nutrient pollution, while others are still discerning how to address nutrients. This compendium will serve as a “clearing house” for the various

procedures, and open dialog on the different approaches.

The compendium may include information on the following procedures and practices:

- Mixing Zone Policies for Nutrients
- Variance Policies
- Critical Low Flows
- Critical Effluent Concentrations
- Background Concentrations
- State Performance Based Approaches
- Water Quality Trading for Nutrients
- Watershed-Based Permitting
- TMDL implementation

The contractor shall assist the EPA WACOR with drafting content for the compendium document, editing content already drafted by EPA experts and finalizing the compendium materials. ~~once EPA staff have written the narratives for each of the compendium topics.~~

The contractor shall use, for the most part, publicly available information to draft content for the compendium on the following topic areas:

- Critical Conditions for Nutrient Pollution
  - Critical Low Flows
  - Critical Effluent Concentrations
  - Background Concentrations
- State Performance Based Approaches
- Water Quality Trading for Nutrients
- Watershed-Based Permitting

Sources of publicly available information can include but are not limited to the following; draft and final permits and permit factsheets, policy documents, strategy documents, implementation plans, watershed plans, TMDL documents and state websites.

When drafting content for the compendium, it may be necessary for the contractor to communicate with state and regional contacts. The EPA WACOR will provide contact information to the contractor for the purposes of acquiring additional information and clarification on state procedures related to element of the compendium from State and regional contacts.

For planning purposes, the contractor shall assume development and review of content for up to 20 states. Assume each state write up shall be no more than 3 pages. The EPA WACOR will provide examples of content already drafted as a template.

The contractor shall also help manage the state and regional review process for content in the compendium. Once content has been reviewed by EPA management, it will be sent to regional and state staff for review. Regional and state comments and changes shall be collected and

compendium content shall be edited to incorporate the comments.

Finalizing the document shall include formatting, graphic work and technical editing. The contractor shall make sure that the document looks professional and consistent with the “look and feel” of other compendium documents produced by EPA. The EPA WACOR shall send example documents to the contractor so they can see other compendiums that EPA has produced. The contractor shall use Microsoft word, publisher other compatible publishing software as long as the EPA WACOR has access to the program and can make edits once the final document is delivered.

**Deliverables:**

	Deliverable	Due by
1	Draft write-ups for individual elements of the compendium	Within 30 days of receipt of Technical Direction from the EPA WACOR
2	Consolidate comments from regions and state review of compendium	Within 15 days of receipt of comments
3	Draft compendium document	Within 15 days of technical direction from WACOR
4-4	Final compendium document	Within 30 20days of receipt of Technical Direction from the EPA WACOR

Reporting Requirements: Reports shall be submitted in accordance with the reporting requirements of the contract. In addition, the contractor shall maintain contact with the WACOR to advise the WACOR of progress and problems. All documents shall be delivered in a format compatible with Microsoft Office 2013, HTML, and/or PDF format, as requested by the WACOR. The contractor shall notify the WACOR immediately when expenditures of 75% and 90% of the work assignment LOE or funding (including pipeline costs) are reached.

The contractor shall be prepared to submit for inspection copies of all work in progress any time as requested by the WACOR. The contractor shall not release information or comments on works performed under this work assignment without the WACOR’s prior written authorization. Wherever practicable, any written materials submitted to EPA must be doubled-sided and on recycled paper. Any computer disks submitted to the WACOR shall be scanned for and identified as free from viruses.

Anticipated Travel Requirements: Some limited local travel may be necessary to attend meetings with the WACOR.

Additional Requirements: Upon issuance of written technical direction, the contractor shall submit for inspection all work in progress at any time under this work assignment. The contractor shall develop and maintain files supporting each task. The contractor shall contact the CL-COR and/or WACOR by telephone to discuss any problems that may adversely affect the work on this Work Assignment. Within five (5) calendar days the contractor shall follow the

phone call with a brief written explanation of the problem, including any actions already taken, and/or recommended solutions to correct the problem. Written explanation shall be made available to the CL-COR and the WACOR.

**Contractor Identification:** To avoid any perception that contractor personnel are EPA employees, the contractor shall assure that contractor personnel are clearly identified as independent contractors of EPA when attending meetings with outside parties or visiting field sites.

**Quality Assurance Project Plan (QAPP):**

A quality assurance project plan (QAPP) is not required for Tasks 0, 1, 2, 3 and 5 of this work assignment. However, Task 4 will require a Quality Assurance Project Plan (QAPP) which outlines the contractor's decision criteria that the contractor used in developing data analysis and summary charts for nutrient permitting data. The sources of the information collected by the contractor for EPA are primarily from publicly available information sources and considered secondary data. The data quality objective for this information is that the nutrient permitting data analysis factually represent the information contained in the source documentation.

The contractor shall refer all policy related questions to EPA. The contractor shall provide QAPP for tasks 4, within 15 days of receipt of work assignment.

**Organizational Conflict of Interest:**

The contractor shall warrant that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the contractor has disclosed all such relevant information. See contract clause 1552.209-71 Organization of Conflict of Interest.

**Notification of Conflicts of Interest Regarding Personnel:**

The Contractor shall immediately notify the Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest regarding any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding the contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. See Section H.4, contract clause EPAAR 1552.209-73 Notification of Conflict of Interest.

**Enforcement of Sensitive Information:**

The contractor recognizes that contractor employees in performing tasks specified by this WA may have access to data/information, either provided by the government or first generated during contract performance, of enforcement sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Enforcement sensitive refers to records or information compiled for law enforcement purposes (whether administrative, civil or criminal), the disclosure of which could reasonably be expected to interfere with the enforcement action. It is imperative that all contractor personnel, including but not limited to, subcontractor

and consultant personnel assigned to work on this contract and/or WA, or with access to materials developed pursuant to such efforts, understand that this information is confidential and any disclosure or misuse of the information may result in prosecution to the fullest extent of the law. All contractor personnel are expected to exercise due diligence in safeguarding, handling or disposing of any such information.

Project Employee Confidentiality Agreement:

The contractor agrees that the contractor employee will not disclose, either in whole or in part, to any entity external to the EPA, the Department of Justice, or the contractor, any information or data (as defined in FAR Section 27.401) provided by the government or first generated by the contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Project Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the contractor must provide immediate advance notification to the EPA so that the EPA can take action to prevent such disclosure. Such agreements shall be effective for the life and for a period of five (5) years after completion of the contract.

Handling of Confidential Business Information (CBI):

Contractor's access to TSCA CBI must comply with the procedures set forth in the TSCA CBI Security Manual. Likewise, access to FIFRA CBI shall follow the security procedures set forth in the FIFRA Information Security Manual.

To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the contractor shall protect such data from unauthorized use and disclosure.

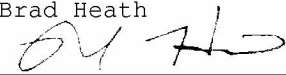
All files or other information identified as Confidential Business Information (CBI) shall be treated as confidential and kept in a secure area with access limited to only contractor personnel directly involved in the case or special project assignment. The contractor, subcontractor, and consultant personnel are bound by the requirements and sanctions contained in their contracts with the EPA and in EPA's confidentiality regulations found at 40 CFR Part 2, Subpart B. Subcontractors and consultants must adhere to EPA-approved security plans which describe procedures to protect CBI, and are required to sign non-disclosure agreements before gaining access to CBI.

All official data, findings, and results of investigations and studies completed by the contractor shall be available for EPA and DOJ internal use only. The contractor shall not release any part of such data without the written direction of the WACOR.

Conference/Meeting Guideline and Limitations:

The contractor shall immediately alert the WACOR to any anticipated event under the work assignment which may result in incurring an estimated \$20,000 or more cost, funded by EPA, specific to that event, meeting, training, etc. Those costs would include travel of both prime and consultant personnel, planning and facilitation costs, AV and rental of venue costs, etc. The WACOR will then prepare approval internal paperwork for the event and will advise the contractor when appropriate signatures have been obtained. At that point, effort can proceed for

the event. If the event is being sponsored by another EPA organization, the organization providing the planning is responsible for the approval.

<b>EPA</b> United States Environmental Protection Agency Washington, DC 20460 <b>Work Assignment</b>						Work Assignment Number 2-04				
						<input type="checkbox"/> Other <input type="checkbox"/> Amendment Number:				
Contract Number EP-C-16-003			Contract Period 07/01/2016 To 06/30/2021 Base                      Option Period Number    2			Title of Work Assignment/SF Site Name WIIN - San Juan Watershed				
Contractor EASTERN RESEARCH GROUP, INC.					Specify Section and paragraph of Contract SOW See PWS					
Purpose: <input checked="" type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input type="checkbox"/> Work Plan Approval						Period of Performance  From 07/01/2018 To 06/30/2019				
Comments: The contractor shall not commence work on this work assignment until 7/1/2018.										
<input type="checkbox"/> Superfund                      Accounting and Appropriations Data <input checked="" type="checkbox"/> Non-Superfund										
SFO <input type="checkbox"/> Note: To report additional accounting and appropriations data use EPA Form 1900-69A.										
Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
1										
2										
3										
4										
5										
Authorized Work Assignment Ceiling										
Contract Period:                      Cost/Fee:                      LOE: 07/01/2016 To 06/30/2021										
This Action:  										
Total:										
Work Plan / Cost Estimate Approvals										
Contractor WP Dated:                      Cost/Fee                      LOE:										
Cumulative Approved:                      Cost/Fee                      LOE:										
Work Assignment Manager Name    Shera Reems  <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>							Branch/Mail Code: Phone Number: 202-566-1264 FAX Number:			
Project Officer Name    Robin Danesi  <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>							Branch/Mail Code: Phone Number: 202-564-1846 FAX Number:			
Other Agency Official Name  <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>							Branch/Mail Code: Phone Number: FAX Number:			
Contracting Official Name    Brad Heath <div style="display: flex; justify-content: space-between;"> <div>           _____          (Signature)       </div> <div>6/30/2018 _____ (Date)</div> </div>							Branch/Mail Code: Phone Number: 513-487-2352 FAX Number:			



**PERFORMANCE WORK STATEMENT  
CONTRACT EP-C-16-003  
WORK ASSIGNMENT 2-04**

**TITLE:** Support for WIIN Act Long-Term Monitoring Program (San Juan Watershed Monitoring Program)

**WORK ASSIGNMENT CONTRACTING OFFICER'S REPRESENTATIVE (WACOR):**

<b>Name:</b> Shera Reems <b>Phone:</b> 202-564-1264 <b>Email:</b> <a href="mailto:reems.shera@epa.gov">reems.shera@epa.gov</a>	<b><u>USPS Mailing Address</u></b> U.S. Environmental Protection Agency 1595 Wynkoop Street, Denver, CO 80202-1129 (Mail Code 8WP-CWQ)	<b><u>Courier Address</u></b> U.S. Environmental Protection Agency 1595 Wynkoop Street, Denver, CO 80202-1129
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**ALTERNATE WORK ASSIGNMENT CONTRACTING OFFICER'S  
REPRESENTATIVE (ALTERNATE WACOR):**

<b>Name:</b> Caroline Klos <b>Phone:</b> 202-564-3029 <b>Email:</b> <a href="mailto:klos.caroline@epa.gov">klos.caroline@epa.gov</a>	<b><u>USPS Mailing Address</u></b> U.S. Environmental Protection Agency 1200 Pennsylvania Ave NW, Washington DC 20004 (Mail Code 4502-T)	<b><u>Courier Address</u></b> U.S. Environmental Protection Agency 1200 Pennsylvania Ave NW, Washington DC 20004 Office of Wetlands, Oceans & Watersheds Room 7130-D, EPA-West
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**PERIOD OF PERFORMANCE:** July 1, 2018 through June 30, 2019

**BACKGROUND:** On August 5, 2015, EPA was conducting an investigation of the Gold King Mine (GKM) near Silverton, Colorado to assess the on-going water releases from the mine, treat mine water, and assess the feasibility of further mine remediation. While excavating above an old adit, pressurized water began leaking above the mine tunnel, spilling about three million gallons of water stored behind the collapsed material into Cement Creek, a tributary of the Animas River (<http://www2.epa.gov/goldkingmine>). The Animas River originates in the mountain peaks northeast of Silverton in San Juan County, Colorado. It ends in Farmington, New Mexico, where it flows into the San Juan River, which terminates in Lake Powell, Utah. This incident occurred in a watershed shared by Colorado, Southern Ute Indian Tribe, New Mexico, Ute Mountain Ute, Navajo, Utah and Arizona.

The Water Infrastructure Improvement for the Nation (WIIN) Act was enacted in December,

2016 and provides for “improvements to the rivers and harbors of the United States, to provide for the conservation and development of water and related resources, and for other purposes.” The Act includes numerous and wide-ranging water related provisions.

Section 5004(d) of the WIIN Act provides that EPA, “in conjunction with affected States, Indian tribes and local governments, shall, subject to the availability of appropriations, develop and implement a program for long-term water quality monitoring of rivers contaminated by the Gold King Mine release.” This Work Assignment shall continue to support EPA in updating, further development and implementation of the current San Juan Watershed: Long Term Monitoring Plan for Surface Water, Sediment, and Biology (henceforth “San Juan Watershed LTMP”). This Work Assignment supports EPA Strategic Goal 2 Protecting America’s Waters.

**PURPOSE AND OBJECTIVE:** During the period of performance, the contractor under this Work Assignment, shall provide technical support to the National Water Program for updating, further development, and implementation of the San Juan Watershed LTMP. Technical support may include: (1) update, consolidate and synthesize existing information within the San Juan Watershed, including Lake Powell; (2) update and/or develop documents as directed by the WACOR to support program activities, for example, Quality Assurance Project Plan (QAPP), ambient water quality monitoring strategy to address data gaps and/or long-term watershed plan for the San Juan Watershed; (3) Provide technical and logistical support and convene a one, 1 - 2 day, San Juan Watershed LTMP Program Planning meeting of the states and tribes at a central location (e.g., CO, NM, AZ or UT); and (4) Develop communication materials, which may include: communication strategy, fact sheet, and story map. The contractor shall ensure compliance with Agency standards.

## **SCOPE OF WORK**

### **TASK 0: WORK ASSIGNMENT MANAGEMENT**

The contractor shall routinely provide performance updates, estimated costs, level of effort (LOE) and key deliverables upon request from EPA’s Work Assignment Contracting Officer’s Representative (WACOR) and/or Alternative WACOR for all ongoing tasks. Regularly scheduled bi-weekly conference calls and in-person meetings, as needed, will be coordinated between EPA’s WACOR and the contractor to discuss the work assignment and progress of tasks. In addition, the contractor shall provide a monthly progress report that includes implementation plan(s); issues encountered and lessons learned regarding the progress of all tasks, the tracking of expenditures, and any other administrative activities, as requested.

**Deliverables:** The contractor shall provide a monthly progress report. The contractor shall maintain a cumulative list of all technical directives. The contractor shall report in accordance with Contract Reporting Requirements.

### **TASK 1: Update, Consolidate and Synthesize Existing Water Quality Information**

After the initial GKM spill in August of 2015, EPA, USGS, states, tribes and local governments collected water quality samples to assess the impact of the spill. Additional information was

collected in the months after the spill to determine the baseline water quality of the watershed. Initial data summary documents have been developed in 2016.

The WACOR will provide Technical Direction to the contractor to identify, update, consolidate, identify data gaps, and synthesize existing water quality data within the San Juan Watershed, including Lake Powell.

**Task 1.1 Deliverable:** Within 30 days of technical direction to complete work under Task 1, the contractor shall prepare a draft and final QAPP for updating, consolidating, and synthesizing existing water quality information.

**Task 1.2 Deliverable:** Within 30 calendar days of a final QAPP, as provided in the WACOR Technical Direction, the contractor shall provide requested documents.

**Task 1.3 Deliverable:** Within 7 calendar days of receiving comments from the WACOR on Task 1.2 Deliverable, the contractor shall make all amendments and corrections and deliver final document(s).

## **Task 2 – Support for Updating and/or Developing Planning and Quality Assurance Documents**

The WACOR will provide Technical Direction to the contractor for support and development of the San Juan Watershed LTMP activities. For example, Quality Assurance Project Plan (QAPP), ambient water quality monitoring strategy to address data gaps and/or long-term watershed plan for the San Juan Watershed.

**Task 2.1 Deliverables:** Within 30 calendar days, provide the WACOR draft deliverables as outlined in the Technical Direction.

**Task 2.2 Deliverables:** Within 7 calendar days of receiving comments from the WACOR on Task 2.1 Deliverable, the contractor shall make all amendments and corrections and deliver final document(s).

## **Task 3 – Convene and Support State and Tribal Program Planning Meeting**

The contractor, in consultation with the WACOR and the four states and three tribes, shall plan logistics for one 1 – 2-day San Juan Watershed LTMP Program Planning Meeting (hereafter “Program Planning Meeting”) to be held no later than the end of calendar year 2018. The Planning Meeting objective is to finalize the decisions to distribute the allocation of the FY 2018 WIIN Act appropriation (currently in EPA’s FY 18 draft budget) amongst the priorities identified by states and tribes. The discussions will build off the recommendations from the San Juan Watershed LTMP State and Tribal Technical Meeting to be held, June 2018, Farmington, NM. It is estimated that approximately 25 - 30 participants (EPA and non-EPA) will participate in the Program Planning meeting. The contractor shall provide technical and facilitation support for the meeting including, logistical support and develop, revise, and deliver materials for the

meeting.

***Subtask 3.1 – Identifying and Consolidating Priorities with the States and Tribes***

The WACOR will provide Technical Direction to the contractor to provide technical and facilitative support to the states and tribes prior to the Program Planning Meeting including: identifying each states and tribes' priorities for their respective programs; and developing and a summary document of the discussions for use as a discussion tool during the Program Planning Meeting.

**Subtask 3.1.1 Deliverable:** Within 30 calendar days of the Technical Direction, the contractor shall develop a summary document of the three states and two tribal priorities prior to the in-person meeting.

***Subtask 3.2 – Logistical and Presentation Support for Meeting***

The WACOR will provide Technical Direction to the contractor for providing technical, logistical and presentation support for the Program Planning Meeting, including: participating in up to 6 conference calls with EPA and the states and tribes developing the meeting agenda, selecting a meeting venue and AV equipment that complies with EPA's Green Meeting requirements (including identifying locations and negotiating room rates); coordinating the states, tribes, and EPA; preparing session agendas and support materials; securing audio/visual equipment, facilitating sessions, taking notes and preparing a final meeting summary.

**Subtask 3.2.1 Deliverables:** The contractor shall provide conference call notes after each planning meeting. The contractor shall develop draft and final agenda. The contractor will identify 4-5 locations to hold the Program Planning Meeting and prepare a cost comparison for the WACOR.

**Subtask 3.2.2 Deliverable:** contractor shall make final meeting arrangements based on the location selected by the WACOR. The contractor will provide a summary of the meeting notes and action items identified during the meeting.

***Subtask 3.3 – Identification of National Experts***

The contractor, with guidance from the states, tribes, and the WACOR, will identify 1 - 2 technical experts per jurisdiction to attend the Program Planning Meeting.

**Subtask 3.3.1 Deliverables:** The contractor shall provide a list of technical experts and provide travel support for the Program Planning Meeting.

**Task 4: Develop Program Implementation Supporting Documents**

The WACOR will provide the contractor Technical Direction to support EPA and all states and tribes in the development of communications materials to inform the public about the San Juan Watershed LTMP. The communication materials, which may include: communication strategy, fact sheets, interactive web map on the San Juan Watershed website, and story map. In addition, the contractor will participate in regularly scheduled meetings with the communication team.

For these regular meetings, the contractor shall support EPA in capturing notes and action items. Documents will be developed in consultation with the WACOR and the states and tribes.

**Task 4 Deliverables:** The contractor shall develop, at a minimum, 1 draft and 1 final document communications strategy and fact sheet about the San Juan Watershed watershed-wide monitoring effort.

#### **DELIVERABLES REQUIRED AND SCHEDULE FOR COMPLETION OF TASKS**

<b>Task</b>	<b>Item Require</b>	<b>Due Date</b>	<b>Number of Copies and Format Requirements</b>
0	Monthly progress report	Last week day of each month	1 copy - Word Format or PDF
1.1	Draft QAPP to update, consolidate, and synthesize existing water quality information  Final QAPP to update, consolidate, and synthesize existing water quality information	Within 30 calendar days of WACOR Technical Direction  Within 7 calendar days of receiving comments from the WACOR	1 copy - Word Format or PDF
1.2	Draft Documents	Within 30 calendar days of final QAPP	1 copy - Word Format or PDF
1.3	Final Documents	Within 7 calendar days of receiving comments from the WACOR	1 copy - Word Format or PDF
2.1	Support to update and/or develop plan and QA documents (draft)	Within 30 calendar days of WACOR Technical Direction	1 copy - Word Format or PDF
2.2	Support to update and/or develop plan and QA documents (final)	Within 7 calendar days of receiving comments from the WACOR	1 copy - Word Format or PDF

3.1.1	Identification and consolidation of state and tribe priorities	Within 30 calendar days of WACOR Technical Direction	1 copy - Word Format or PDF
3.2.1	Conference call notes	3 calendar days after call	1 copy - Word Format or PDF
3.2.2	Final Agenda	5 calendar days before meeting	1 copy - Word Format or PDF
	Identify 4-5 meeting locations and prepare a cost comparison	Within 7 calendar of WACORs comments	1 copy - Word Format or PDF
	Finalize meeting arrangements	Within 14 calendar days of EPA providing city	Via email
	Meeting summary notes	Within 14 calendar days after meeting	1 copy - Word Format or PDF
3.3.1	List of technical experts	Within 7 calendar days of finalizing agenda	1 copy - Word Format or PDF
	Provide travel support	Within 7 calendar days of receiving reimbursement request	Email confirmation when complete
4	Draft communication strategy document	Within 30 calendar days of WACOR technical direction	1 copy - Word Format or PDF
	Final communication strategy document	Within 14 calendar days of WACOR comments	1 copy - Word Format or PDF
	Draft fact sheet for watershed-wide monitoring effort	30 calendar days of WACOR technical direction	1 copy - Word Format or PDF
	Final fact sheet for watershed-wide monitoring effort	Within 14 calendar days of WACOR comments	1 copy - Word Format or PDF

The Contractor shall notify the CO and WACOR in writing when 75% of the authorized work assignment LOE/labor hours have been expended.

## **CONTRACT PWS REFERENCE**

See Contractor PWS page 9 – 12 of 28 for Task 1: Update, Consolidate and Synthesize Existing Water Quality Information and Task 4: Develop Program Implementation Supporting Documents [3.4]. See Contractor SOW page 15 - 16 of 28 for Task 2 and 3: Technical Support for Program Planning Meeting [3.9].

## **ANTICIPATED TRAVEL REQUIREMENTS**

All travel shall be approved in advance by the Contract-Level Contracting Officer's Representative (CL-COR) and shall be in accordance with the Contract.

## **ADDITIONAL REQUIREMENTS**

Office direct costs (ODCs) for copying, postage/courier, supplies, computer usage, and graphics are allowed. No other ODCs are allowable as a direct charge to this delivery order without the prior written approval of the Contracting Officer.

Upon issuance of written technical direction, the Contractor shall submit for inspection of all work in progress at any time under this work assignment. The Contractor shall develop and maintain files supporting each task.

The contractor shall contact the Contracting Officer (CO) and/or the CL-COR by telephone to discuss any problems that may adversely affect the work on this Work Assignment. Within five (5) calendar days the contractor shall follow the phone call with a brief written explanation of the problem, including any actions already taken, and/or recommended solutions to correct the problem. Written explanation shall be made available to the CO and the PO.

## **CONTRACTOR IDENTIFICATION**

To avoid any perception that contractor personnel are EPA employees, the contractor shall assure that contractor personnel are clearly identified as independent contractors of EPA when attending meetings with outside parties or visiting field sites.

## **CONTROL REQUIREMENTS**

### Quality Assurance Project Plan (QAPP):

Should the contractor be requested to complete work under Task 1, the first deliverable is a QAPP. Otherwise, a QAPP is not applicable for the remaining tasks.

Organizational Conflict of Interest:

The Contractor shall warrant that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the contractor has disclosed all such relevant information. See contract clause 1552.209-71 Organization of Conflict of Interest.

Notification of Conflicts of Interest Regarding Personnel:

The Contractor shall immediately notify the CL-COR and the Contracting Officer of (1) any actual or potential personal conflict of interest regarding any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding the contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. See Section H.4, contract clause EPAAR 1552.209-73 Notification of Conflict of Interest.

Enforcement Sensitive Information:

The contractor will not collect or be provided enforcement sensitive information.

Project Employee Confidentiality Agreement

The contractor agrees that the contractor employee will not disclose, either in whole or in part, to any entity external to the EPA, the Department of Justice, or the contractor, any information or data (as defined in FAR Section 27.401) provided by the government or first generated by the contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA CL-CPR. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the contractor must provide immediate advance notification to the EPA so that the EPA can take action to prevent such disclosure. Such agreements shall be effective for the life and for a period of five (5) years after completion of the contract.

Handling of Confidential Business Information (CBI)

This work assignment does not require access to proprietary or confidential business or financial data.

Conference/Meeting Guidelines and Limitations

The WACOR will prepare internal paperwork for Task 3 and will advise the contractor when appropriate signatures have been obtained. At that point, effort can proceed for the event. If the event is being sponsored by another EPA organization, the organization providing the planning is responsible for the approval.

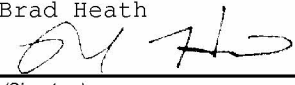
The contractor shall immediately alert the WACOR to any anticipated event under the work assignment which may result in incurring an estimated \$20,000 or more cost, funded by EPA, specific to that event, meeting, training, etc. Those costs would include travel of both prime and consultant personnel, planning and facilitation costs, AV and rental of venue costs, etc. The WACOR shall then prepare approval internal paperwork for the event and shall advise the



contractor when appropriate signatures have been obtained. At that point, effort can proceed for the event. If the event is being sponsored by another EPA organization, the organization providing the planning is responsible for the approval.

PERFORMANCE SURVEILLANCE PLAN			
Performance Requirement	Measurable Performance Standards	Surveillance Methods	Incentives/Disincentives
<p><b>Management and Communications:</b></p> <p>During the life of this work assignment, the Contractor shall notify EPA immediately of any issues that may impact the timeliness of deliverables of the problems associated with the development of deliverables.</p>	<p>The Contractor shall maintain contact with the WACOR throughout the performance of the work assignment.</p> <p>The contractor shall identify to the WACOR any delays with regard to deliverables not less than one week prior to the deliverable date that has been established in the work assignment or technical direction document.</p> <p>The contractor shall identify to the WACOR any issues or concerns that have a direct impact on project schedules within three (3) days of occurrence.</p> <p>The contractor shall provide options for EPA's consideration on resolving or mitigating the impacts identified.</p>	<p>WACOR and CL-COR (as necessary) will allocate the time needed to discuss and address all issues identified by the Contractor. The WACOR and CL-COR will document and maintain a complete record of the issues, agreements and outcome. The WACOR and CL-COR will review monthly progress reports for indicators of problems not previously mentioned. The WACOR will also monitor the timely receipt of deliverables. For those that are late without prior notice, the EPA will formally document to the Contracting Officer the late delivery.</p>	<p>If the contractor fails to implement corrective actions after EPA identifies and provided written documentation of performance issues, EPA will rate this performance category "unsatisfactory."</p> <p>If three or more the active work assignments for the period are rated unsatisfactory, EPA will rate the Business Relations category as unsatisfactory in the CPARS Contract Performance System.</p>
<p><b>Cost Management and Control:</b></p> <p>The Contractor shall perform all work in an efficient and cost effective manner, applying cost control measures where practical.</p>	<p>The Contractor shall monitor, track and accurately report level of effort, labor cost, other direct cost and fee expenditures to EPA through monthly progress reports and approved special reporting requirements.</p> <p>The Contractor shall assign appropriately leveled and skilled personnel to all tasks. The contractor should not exceed established work assignment ceilings and, in general, should expend dollars and hours at similar ratios. If either the expenditure of hours or dollars deviates significantly, the contractor shall provide an explanation in its Monthly Progress Report.</p>	<p>The CL-COR will routinely meet with the Contractor's Project Manager to discuss the work progress and contract and individual work assignment level expenditures.</p> <p>The CL-COR and WACOR shall review the Contractor's monthly progress reports and request the Work Assignment Contracting Officer's Representative to ensure that ceilings are not exceeded, that progress is being made, and that the contractor is effectively utilizing the LOE provided under the work assignment.</p>	<p>EPA will thoroughly review work assignment funding ceiling overruns to determine the contractor's ability to control the situation. If EPA determines that the contractor failed to control cost, the contractor will be rated "unsatisfactory" in this category.</p> <p>Multiple incidents of work assignment overrun that result in an overall cost overrun of greater than 4% of the approved total work assignment funding for the current contract period, will result in an unsatisfactory rating in the CPARS Contract Performance System.</p>

<p><b>Quality of Product/Services:</b></p> <p>The contractor shall ensure documents developed under this task order are quality products that are factual and based on sound science and engineering principles.</p>	<p>Products delivered under this work assignment must not contain any major factual errors. The analyses provided in each product shall be logical, consistent, and defensible.</p>	<p>The WACOR will review all documents delivered under this work assignment for content accuracy.</p>	<p>If EPA determines that the contractor's analyses is factually inaccurate or if significant technical errors are found in any documents produced by the contractor, EPA may determine that the cost associated with redoing the work shall be borne by the contractor.</p> <p>Multiple incidents of this nature under the contract will result in an unsatisfactory rating for Quality and Manage Control being reported to the CPARS Contract Performance System.</p>
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<b>EPA</b> United States Environmental Protection Agency Washington, DC 20460 <b>Work Assignment</b>						Work Assignment Number 2-05				
						<input type="checkbox"/> Other <input type="checkbox"/> Amendment Number:				
Contract Number EP-C-16-003			Contract Period 07/01/2016 To 06/30/2021 Base                      Option Period Number    2			Title of Work Assignment/SF Site Name Wet Weather Pollution Control				
Contractor EASTERN RESEARCH GROUP, INC.					Specify Section and paragraph of Contract SOW See PWS					
Purpose: <input checked="" type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input type="checkbox"/> Work Plan Approval						Period of Performance  From 07/01/2018 To 06/30/2019				
Comments: The contractor shall not commence work on this work assignment until 7/1/2018.										
<div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Superfund           <span>Accounting and Appropriations Data</span> <input checked="" type="checkbox"/> Non-Superfund         </div>										
Note: To report additional accounting and appropriations data use EPA Form 1900-69A.										
SFO <input type="checkbox"/> (Max 2)										
Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
1										
2										
3										
4										
5										
Authorized Work Assignment Ceiling										
Contract Period: 07/01/2016 To 06/30/2021    Cost/Fee:    LOE:										
This Action:										
Total:										
Work Plan / Cost Estimate Approvals										
Contractor WP Dated:                      Cost/Fee                      LOE:										
Cumulative Approved:                      Cost/Fee                      LOE:										
Work Assignment Manager Name    Mohammed Billah  <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>							Branch/Mail Code: Phone Number: 202-564-2228 FAX Number:			
Project Officer Name    Robin Danesi  <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>							Branch/Mail Code: Phone Number: 202-564-1846 FAX Number:			
Other Agency Official Name  <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>							Branch/Mail Code: Phone Number: FAX Number:			
Contracting Official Name    Brad Heath  <div style="display: flex; justify-content: space-between;"> <div>           (Signature)       </div> <div>6/30/2018 (Date)</div> </div>							Branch/Mail Code: Phone Number: 513-487-2352 FAX Number:			

**PERFORMANCE WORK STATEMENT  
CONTRACT EP-C-16-003  
WORK ASSIGNMENT 2-05**

**TITLE:** Support for Implementation of Wet Weather Pollution Control Programs

**WORK ASSIGNMENT CONTRACTING OFFICER'S REPRESENTATIVE  
(WACOR):**

Mohammed Billah  
Municipal Branch (MC: 4203M)  
Water Permits Division  
Office of Wastewater Management  
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1200 Pennsylvania Avenue, NW  
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(202) 564-2228  
[billah.mohammed@epa.gov](mailto:billah.mohammed@epa.gov)

**ALTERNATE WORK ASSIGNMENT CONTRACTING OFFICER'S  
REPRESENTATIVE (AWACOR):**

Lisa Biddle  
Municipal Branch (MC: 4203M)  
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Office of Wastewater Management  
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[biddle.lisa@epa.gov](mailto:biddle.lisa@epa.gov)

**PERIOD OF PERFORMANCE:** July 01, 2018 through June 30, 2019

**ESTIMATED LEVEL OF EFFORT:** 560 hours

**PURPOSE:** This Work Assignment provides support to combined sewer overflows (CSO), and sanitary sewer overflows (SSO), for the WPD.

**STATEMENT OF WORK:**

**TASK 1 – Combined Sewer Overflow Outreach Support**

The contractor shall support EPA in developing materials to educate stakeholders and provide assistance in developing and implementing effective Combined Sewer Overflow

(CSO) program. Content and publications that will be added to the NPDES website must be compliant with Agency standards, including 508 accessibility, metadata, and other published EPA Agency standards and requirements.

#### **DELIVERABLES:**

Deliverables shall consist of initial drafts, which are due within 30 days of EPA providing specific details via a written technical directive from the WACOR, and a final version (or revised draft) within 15 days of receipt of EPA comment.

- EPA believes this task will be no more than 10 LOE

#### **TASK 2 – Combined Sewer Overflow Data Analysis**

Based on the data collected during Option I and Option II the contractor shall do the followings:

- Analyze CSO NPDES permit data and related Post Construction Compliance Monitoring (PCCM) Program
  - Obtain additional permits for CSO States/EPA Regions that have not provided data, or where there are data gaps, beginning with states that have the most useful information in their permits as determined from previous data collection effort.
  - Permit and related data should be well representative for the CSO universe
  - EPA expects the contractor shall review 50-60 permits (4-5 from each CSO State), related factsheets and documents, and Post Construction Compliance Monitoring Program
- Follow the permit review process mentioned during Option I and Option II

#### **DELIVERABLES:**

- The contractor should submit a draft CSO Data Analysis Report within 4 weeks of finishing up the activities with the following information.
  - Data gaps
  - Effectiveness of CSO NPDES Program
  - Status of Post Construction Compliance Monitoring Program with the following information
    - Number of approved PCCM program
    - Effectiveness of data collection
    - Availability of PCCM data
    - Any other relevant information to determine the status of data collection
- Final CSO Data Analysis Report within 2 weeks of receiving comments on the draft report from EPA WACOR.

- EPA WACOR believes this effort will cost total:
  - ✓ PL4 = 70 LOE
  - ✓ PL3 = 100 LOE
  - ✓ PL2 = 100 LOE
  - ✓ PL1 = 40 LOE

### **TASK 3 – R4 GI and LID Workshops**

The contractor shall support EPA Region 4 for conducting two Green Infrastructure and Low Impact Development (LID) workshops as below:

- Each workshop is expected to run from approximately 8:30 am to 4:00 pm, with a half hour registration, one-hour lunch and two 15-minutes breaks.
- Workshops will be held in the summer of 2018.
- The date will be finalized in coordination with EPA R4 and participating States.
- For Planning purpose, the contractor should consider the following locations for workshops:
  - ✓ Mobile Alabama area (Alabama); and
  - ✓ South Carolina
- EPA R4 will be finalizing the location of workshops in coordination with participating states and the contractor.
- Workshops will be held at a site to be determined
- EPA WACOR will provide final draft version of the following presentation (topics)
  - ✓ Responsibilities of regulatory agencies and developers
  - ✓ How LID is different than the current BMP design approach
  - ✓ Site design procedures
  - ✓ Design examples
  - ✓ Benefits of LID (if not included in cost presentation)
  - ✓ BMP O&M & long-term costs
- Agendas for each workshop will be the same, with the exception of case studies and local speakers.

EPA is expecting the contractor will finalize the presentation based on the expectation of EPA R4 and EPA WACOR. The presentations may be modified to address local requirements or conditions (such as local stormwater requirements, or southeastern United States). EPA is expecting the presentations will be consolidated based on the final agenda.

- The contractor will be providing a PL3 level professional for each workshop to do the presentations based on the topics above.
- The contractor will coordinate with two Guest Speakers and R4, accommodating their presentations. EPA R4 will be selecting the Guest Speakers.
- EPA R4 will set up a registration website for attendees on EPA's website.

- The contractor will also develop an evaluation form for the workshop.
- EPA WACOR will set up conference calls with the contractor, EPA R4 and States as needed to finalize the workshop as needed. For planning purpose, EPA WACOR thinks there will be 6 one-hour conference calls.
- EPA WACOR believes this effort will cost total:
  - ✓ PL4 = 40 LOE
  - ✓ PL3 = 100 LOE
  - ✓ PL2 = 100 LOE

#### **SCHEDULE AND DELIVERABLES:**

- Draft Agenda- within 5 working days of having the first conference call
- Final agenda – within 5 working days of receiving comments from EPA WACOR
- Draft presentations – Within 2 weeks of receiving the draft presentations from EPA WACOR
- Final presentations- Within 5 working days of receiving comments from EPA WACOR
- Evaluation form – Within 2 weeks of workshop

#### **TASK 4 – Developing the Quality Assurance Project Plan (QAPP)**

EPA requires that all environmental data used in decision making be supported by an approved QAPP.

**Incremental QAPP Development:** To facilitate getting the work started as soon as practicable, the contractor and Work Assignment Manager may determine which work needs to be initiated first and the most advantageous sequence for beginning the remainder of the work. Then the contractor may develop the QAPP incrementally, and the QA Coordinator shall review and approve the QAPP section by section according to the optimum sequence for getting the data-related activities started. As the contractor learns what data shall be involved, the contractor can develop the data specific portion(s) of the QAPP. Each portion of the QAPP should include a data element table.

**QAPP Submittal:** The contractor shall submit the draft QAPP for a data-related activity at least 15 working days before the activity's anticipated start-work date. Before preparing the first few sections of the QAPP, the contractor should meet or confer with the WACOR and QA Coordinator to discuss developing the QAPP.

**Data Quality Requirements:** The contractor shall develop data quality requirements (DQRs) and methods for achieving them for the data elements in their DELIVERABLES. Descriptions of data quality requirements (DQRs) and methods for achieving these DQRs developed under this work assignment shall be added to the Office of Water DQR library for use in developing QAPPs for future projects. Such descriptions of DQRs and methods for achieving them shall be the property of EPA.



## **DELIVERABLES:**

- A. A QAPP that describes the contractor's plan for
- Identifying the data elements for any data-related activities, and for each of these data elements identifying either (i) the data quality requirements (DQRs) or (ii) the policy that states DQRs are not required,
  - Describing their methods for achieving the DQRs, and
  - Assuring any environmental data contained in the DELIVERABLES shall (i) be of sufficient quality for their intended primary uses and (ii) have adequate quality documentation for determining whether these data are of sufficient quality for future secondary uses.
- B. Monthly progress reports that (a) describe the contractor's progress on implementing the QAPP and resolving old data quality issues, (b) describe any new issues, and (c) provide the LOE and cost expenditures for developing the QAPP.

## **OTHER REQUIREMENTS:**

### Travel

The travel shall be in accordance with FAR and EPAAR and shall be approved by the PO prior to travel.

### Special Reporting Requirements

In addition to the reporting requirements in the contract, the contractor shall track and report LOE and cost expenditures by individual TASKs and sub-TASKs in the monthly progress report. The contractor shall provide monthly cost breakdown by specific line items and make necessary adjustment as needed and suggested by WACOR.

Also, the contractor shall submit brief reports on the status of the entire task within this work assignment. This report shall provide a narrative summary on the status of each task.

### Technical Direction:

WACOR and Alternate WACOR will be providing technical direction as needed. Contractor shall be obligated only to the technical directions provided by the WACORs.

### SECTION 508 Requirements:

In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. The law (29 U.S.C. § 794 (d)) applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508, agencies must give disabled employees and members of the public access to information that is comparable to access available to others. The contractor needs to make sure EPA is in compliance with Section 508 requirements.

#### Conference/Meeting Guidelines and Limitations

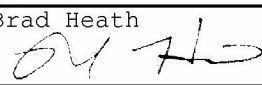
The contractor shall immediately alert the WACOR to any anticipated event under the work assignment which may result in incurring an estimated \$20,000 or more cost, funded by EPA, specific to that event, meeting, training, etc. Those costs would include travel of both prime and consultant personnel, planning and facilitation costs, AV and rental of venue costs, etc. The WACOR shall then prepare approval internal paperwork for the event and shall advise the contractor when appropriate signatures have been obtained. At that point, effort can proceed for the event. If the event is being sponsored by another EPA organization, the organization providing the planning is responsible for the approval.

#### Special Instruction

The contractor shall follow the Federal Green Policy whenever it is applicable.

PERFORMANCE SURVEILLANCE PLAN			
Performance Requirement	Measurable Performance Standards	Surveillance Methods	Incentives/Disincentives
<b>Management and Communications:</b> During the life of this work assignment, the Contractor shall notify EPA immediately of any issues that may impact the timeliness of DELIVERABLES of the problems associated with the development of DELIVERABLES.	<p>The Contractor shall maintain contact with the WACOR throughout the performance of the work assignment.</p> <p>The contractor shall identify to the WACOR any delays regarding DELIVERABLES not less than one week prior to the DELIVERABLES date that has been established in the work assignment or technical direction document.</p> <p>The contractor shall identify to the WACOR any issues or concerns that have a direct impact on project schedules within three (3) days of occurrence.</p> <p>The contractor shall provide options for EPA's consideration on resolving or mitigating the impacts identified.</p>	<p>WACOR and CL-COR (as necessary) shall allocate the time needed to discuss and address all issues identified by the Contractor. The WACOR and CL-COR shall document and maintain a complete record of the issues, agreements and outcome. The WACOR and CL-COR shall review monthly progress reports for indicators of problems not previously mentioned. The WACOR shall also monitor the timely receipt of DELIVERABLES. For those that are late without prior notice, the EPA shall formally document to the Contracting Officer the late delivery.</p>	<p>If the contractor fails to implement corrective actions after EPA identifies and provided written documentation of performance issues, EPA shall rate this performance category "unsatisfactory."</p> <p>If three or more the active work assignments for the period are rated unsatisfactory, EPA shall rate the Business Relations category as unsatisfactory in the NIH Contract Performance System.</p>
<b>Cost Management and Control:</b> The Contractor shall perform all work in an efficient and cost effective manner, applying cost control measures where practical.	<p>The Contractor shall monitor, track and accurately report level of effort, labor cost, other direct cost and fee expenditures to EPA through monthly progress reports and approved special reporting requirements.</p> <p>The Contractor shall assign appropriately leveled and skilled personnel to all TASKs. The contractor should not exceed established work assignment ceilings and, in general, should expend dollars and hours at similar ratios. If either the expenditure of hours or dollars deviates significantly, the contractor</p>	<p>The EPA CL-COR shall routinely meet with the Contractor's Project Manager to discuss the work progress and contract and individual work assignment level expenditures.</p> <p>The EPA CL-COR and WACOR shall review the Contractor's monthly progress reports and request the Work Assignment Managers to ensure that ceilings are not exceeded, that progress is being made, and that the contractor is effectively utilizing the</p>	<p>EPA shall thoroughly review work assignment funding ceiling overruns to determine the contractor's ability to control the situation. If EPA determines that the contractor failed to control cost, the contractor shall be rated "unsatisfactory" in this category.</p> <p>Multiple incidents of work assignment overrun that result in an overall cost overrun of greater than 4% of the approved total work assignment funding for the current contract period, shall</p>

	shall provide an explanation in its Monthly Progress Report.	LOE provided under the work assignment.	result in an unsatisfactory rating in the NIH Contract Performance System.
<b>Quality of Product/Services:</b> The contractor shall ensure documents developed under this TASK order are quality products that are factual and based on sound science and engineering principles.	Products delivered under this work assignment must not contain any major factual errors. The analyses provided in each product shall be logical, consistent, and defensible.	The WACOR shall review all documents delivered under this work assignment for content accuracy.	<p>If EPA determines that the contractor's analyses is factually inaccurate or if significant technical errors are found in any documents produced by the contractor, EPA may determine that the cost associated with redoing the work shall be borne by the contractor.</p> <p>Multiple incidents of this nature under the contract shall result in an unsatisfactory rating for Quality and Manage Control being reported to the NIH Contract Performance System.</p>

<b>EPA</b> United States Environmental Protection Agency Washington, DC 20460 <b>Work Assignment</b>						Work Assignment Number 2-05			
						<input type="checkbox"/> Other <input checked="" type="checkbox"/> Amendment Number: 000001			
Contract Number EP-C-16-003		Contract Period   07/01/2016   To   06/30/2019 Base                      Option Period Number      2		Title of Work Assignment/SF Site Name Wet Weather Pollution Control					
Contractor EASTERN RESEARCH GROUP, INC.				Specify Section and paragraph of Contract SOW See PWS					
Purpose: <input type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input checked="" type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input type="checkbox"/> Work Plan Approval				Period of Performance  From   09/19/2018   To   06/30/2019					
Comments:									
<div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Superfund           <span>Accounting and Appropriations Data</span> <input checked="" type="checkbox"/> Non-Superfund         </div>									
SFO <input type="checkbox"/> Note: To report additional accounting and appropriations date use EPA Form 1900-69A. (Max 2)									
Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)  (Cents)	Site/Project (Max 8)	Cost Org/Code
1									
2									
3									
4									
5									
Authorized Work Assignment Ceiling									
Contract Period:		Cost/Fee:		LOE:					
07/01/2016   To   06/30/2019									
This Action:									
Total:									
Work Plan / Cost Estimate Approvals									
Contractor WP Dated:				Cost/Fee		LOE:			
Cumulative Approved:				Cost/Fee		LOE:			
Work Assignment Manager Name   Mohammed Billah  <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>						Branch/Mail Code: Phone Number: 202-564-2228 FAX Number:			
Project Officer Name   Jennifer Chan  <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>						Branch/Mail Code: Phone Number: 202-564-3067 FAX Number:			
Other Agency Official Name  <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>						Branch/Mail Code: Phone Number: FAX Number:			
Contracting Official Name   Brad Heath <div style="display: flex; justify-content: space-between;"> <div>             _____            (Signature)         </div> <div>           9/19/2018            _____            (Date)         </div> </div>						Branch/Mail Code: Phone Number: 513-487-2352 FAX Number:			

**PERFORMANCE WORK STATEMENT  
CONTRACT EP-C-16-003  
WORK ASSIGNMENT 2-05  
AMENDMENT 1**

**TITLE:** Support for Implementation of Wet Weather Pollution Control Programs

**WORK ASSIGNMENT CONTRACTING OFFICER'S REPRESENTATIVE  
WACOR):**

Mohammed Billah  
Municipal Branch (MC: 4203M)  
Water Permits Division  
Office of Wastewater Management  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, NW  
Washington, D.C. 20460  
(202) 564-2228  
[billah.mohammed@epa.gov](mailto:billah.mohammed@epa.gov)

**ALTERNATE EPAWORK ASSIGNMENT CONTRACTING OFFICER'S  
REPRESENTATIVE (AWACOR):**

Lisa Biddle  
Municipal Branch (MC: 4203M)  
Water Permits Division  
Office of Wastewater Management  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, NW  
Washington, D.C. 20460  
(202) 566-0350  
[biddle.Lisa@epa.gov](mailto:biddle.Lisa@epa.gov)

**PERIOD OF PERFORMANCE:** September 19, 2018 through June 30, 2019

**ESTIMATED LEVEL OF EFFORT:** 500 hours (including Amendment 1)

**PURPOSE:** The purpose of this Amendment 1 is to delete Task 2 and add Task 4.

**OBJECTIVES:** This Work Assignment provides support to combined sewer overflows (CSO), and sanitary sewer overflows (SSO), for the WPD.

## **SCOPE OF WORK:**

### **TASK 0 – WORK ASSIGNMENT MANGEMENT**

The Contractor shall develop a Work Plan that describes the technical approach that will be used to accomplish the specific tasks listed below.

The Contractor shall provide monthly progress reports as required by the contract.

#### **DELIVERABLES:**

- Work Plan describing planned activities
- Monthly progress reports
- Monthly Cost breakdown by task and sub-task

### **TASK 1 – Combined Sewer Overflow Outreach Support**

The contractor shall support EPA in finalizing the Smart Data Infrastructure for Wet Weather Control and Decision Support document. WACOR will be providing the contractor the very final version of the document.

- Finalize the document with minor editing
- Format the document for web publishing
- Make the document 508 compliance

#### **DELIVERABLES:**

Final version of the document within 2 weeks of WACOR delivering the document to the contractor

### **TASK 2 – Combined Sewer Overflow Data Analysis**

Deleted. The resources for Task 2 will be used for Task 4.

### **TASK 3 – R4 GI and LID Workshops**

The contractor shall support EPA Region 4 for conducting two Green Infrastructure and Low Impact Development (LID) workshops as below:

- Each workshop is expected to run from approximately 8:30 am to 4:00 pm, with a half hour registration, one-hour lunch and two 15-minutes breaks.
- Workshops will be held in the summer of 2018.
- The date will be finalized in coordination with EPA R4 and participating States.
- For Planning purpose, the contractor should consider the following locations for workshops:

- ✓ Mobile, Alabama area (Alabama); and
- ✓ South Carolina
- EPA R4 will be finalizing the location of workshops in coordination with participating states and the contractor.
- Workshops will be held at a site to be determined
- WACOR will provide final draft version of the following presentation (topics)
  - ✓ Responsibilities of regulatory agencies and developers
  - ✓ How LID is different than the current BMP design approach
  - ✓ Site design procedures
  - ✓ Design examples
  - ✓ Benefits of LID (if not included in cost presentation)
  - ✓ BMP O&M & long-term costs
- Agendas for each workshop will be the same, with the exception of case studies and local speakers.

EPA is expecting the contractor will finalize the presentation based on the expectation of EPA R4 and WACOR. The presentations may be modified to address local requirements or conditions (such as local stormwater requirements, or southeastern United States). EPA is expecting the presentations will be consolidated based on the final agenda.

- The contractor will be providing a PL3 level professional for each workshop to do the presentations based on the topics above.
- The contractor will coordinate with two Guest Speakers and R4, and allow for accommodating their presentations in each workshop. EPA R4 will be selecting the Guest Speakers.
- EPA R4 will set up a registration website for attendees on EPA's website.
- The contractor will also develop an evaluation form for the workshop.
- WACOR will set up conference calls with the contractor, EPA R4 and States as needed to finalize the workshop. For planning purpose, WACOR anticipates 6 one-hour conference calls.

## **SCHEDULE AND DELIVERABLES:**

- Draft Agenda- within 5 working days of having the first conference call
- Final agenda – within 5 working days of receiving comments from WACOR
- Draft presentations – Within 2 weeks of receiving the draft presentations from WACOR
- Final presentations- Within 5 working days of receiving comments from WACOR
- Evaluation form – Within 2 weeks of workshop



## **TASK 4: CSO Modeling Template for Data Reporting**

The contractor shall develop a CSO Data Reporting Modeling Template and a How to Use the Template Guidance for the following:

1. Estimated/Modeled CSO Volume
  - a. Treated; and
  - b. Untreated
2. Estimated/Modeled CSO events

The modeling template will be similar to the LTCP-EZ and Green LTCP-EZ tools, and the Guidance EPA developed previously. WACOR will provide both the LTCP-EZ and Green LTCP-EZ Template and Guidance. WACOR will provide more specific TDs whenever needed.

### **DELIVERABLES:**

- Draft Modeling Template and Guidance within 20 weeks of Work Plan approval
- Final draft Modeling Template and Guidance within 4 weeks of receiving comments on the Draft Modeling Template and Guidance from WACOR

## **TASK 4 – Developing the Quality Assurance Project Plan (QAPP)**

EPA requires that all environmental data used in decision making be supported by an approved QAPP. Tasks 1 and 2 of the WA require a QAPP.

**Incremental QAPP Development:** To facilitate getting the work started as soon as practicable, the contractor and WACOR may determine which work needs to be initiated first and the most advantageous sequence for beginning the remainder of the work. Then the contractor may develop the QAPP incrementally, and the QA Coordinator shall review and approve the QAPP section by section according to the optimum sequence for getting the data-related activities started. As the contractor learns what data shall be involved, the contractor can develop the data specific portion(s) of the QAPP. Each portion of the QAPP should include a data element table.

**QAPP Submittal:** The contractor shall submit the draft QAPP for a data-related activity at least 15 working days before the activity's anticipated start-work date. Before preparing the first few sections of the QAPP, the contractor should meet or confer with the WACOR and QA Coordinator to discuss developing the QAPP.

**Data Quality Requirements:** The contractor shall develop data quality requirements (DQRs) and methods for achieving them for the data elements in their deliverables. Descriptions of data quality requirements (DQRs) and methods for achieving these DQRs developed under this work assignment shall be added to the Office of Water DQR library for use in developing QAPPs for future projects. Such descriptions of DQRs and methods for achieving them shall be the property of EPA.

**DELIVERABLES:**

- A. A QAPP that describes the contractor's plan for
  - Identifying the data elements for any data-related activities, and for each of these data elements identifying either (i) the data quality requirements (DQRs) or (ii) the policy that states DQRs are not required,
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  - Assuring any environmental data contained in the deliverables shall (i) be of sufficient quality for their intended primary uses and (ii) have adequate quality documentation for determining whether these data are of sufficient quality for future secondary uses.
- B. Monthly progress reports that (a) describe the contractor's progress on implementing the QAPP and resolving old data quality issues, (b) describe any new issues, and (c) provide the LOE and cost expenditures for developing the QAPP.

**Travel:**

The travel shall be in accordance with FAR and EPAAR and shall be approved by the Contract level COR prior to travel.

**Special Reporting Requirements:**

In addition to the reporting requirements in the contract, the contractor shall track and report LOE and cost expenditures by individual TASKs and sub-TASKs in the monthly progress report. The contractor shall provide monthly cost breakdown by specific line items and make necessary adjustment as needed and suggested by WACOR.

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WACOR and Alternate WACOR will be providing technical direction as needed. Contractor shall be obligated only to the technical directions provided by the WACORs.

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### **CONFERENCE/MEETING GUIDELINES AND LIMITATIONS**

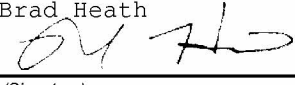
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### **SPECIAL INSTRUCTION:**

The contractor shall follow the Federal Green Policy whenever it is applicable.

PERFORMANCE SURVEILLANCE PLAN			
Performance Requirement	Measurable Performance Standards	Surveillance Methods	Incentives/Disincentives
<b>Management and Communications:</b> During the life of this work assignment, the Contractor shall notify EPA immediately of any issues that may impact the timeliness of DELIVERABLES of the problems associated with the development of DELIVERABLES.	<p>The Contractor shall maintain contact with the WACOR throughout the performance of the work assignment.</p> <p>The contractor shall identify to the WACOR any delays with regard to DELIVERABLES not less than one week prior to the DELIVERABLES date that has been established in the work assignment or technical direction document.</p> <p>The contractor shall identify to the WACOR any issues or concerns that have a direct impact on project schedules within three (3) days of occurrence.</p> <p>The contractor shall provide options for EPA's consideration on resolving or mitigating the impacts identified.</p>	<p>WACOR and CL-COR (as necessary) shall allocate the time needed to discuss and address all issues identified by the Contractor. The WACOR and CL-COR shall document and maintain a complete record of the issues, agreements and outcome. The WACOR and CL-COR shall review monthly progress reports for indicators of problems not previously mentioned. The WACOR shall also monitor the timely receipt of DELIVERABLES. For those that are late without prior notice, the EPA shall formally document to the Contracting Officer the late delivery.</p>	<p>If the contractor fails to implement corrective actions after EPA identifies and provided written documentation of performance issues, EPA shall rate this performance category "unsatisfactory."</p> <p>If three or more the active work assignments for the period are rated unsatisfactory, EPA shall rate the Business Relations category as unsatisfactory in the NIH Contract Performance System.</p>
<b>Cost Management and Control:</b> The Contractor shall perform all work in an efficient and cost effective manner, applying cost control measures where practical.	<p>The Contractor shall monitor, track and accurately report level of effort, labor cost, other direct cost and fee expenditures to EPA through monthly progress reports and approved special reporting requirements.</p> <p>The Contractor shall assign appropriately leveled and skilled personnel to all TASKs. The contractor should not exceed established work assignment ceilings and, in general, should expend dollars and hours at similar ratios. If either the expenditure of hours or dollars deviates significantly, the contractor</p>	<p>The EPA CL-COR shall routinely meet with the Contractor's Project Manager to discuss the work progress and contract and individual work assignment level expenditures.</p> <p>The EPA CL-COR and WACOR shall review the Contractor's monthly progress reports and request the Work Assignment Managers to ensure that ceilings are not exceeded, that progress is being made, and that the contractor is effectively utilizing the</p>	<p>EPA shall thoroughly review work assignment funding ceiling overruns to determine the contractor's ability to control the situation. If EPA determines that the contractor failed to control cost, the contractor shall be rated "unsatisfactory" in this category.</p> <p>Multiple incidents of work assignment overrun that result in an overall cost overrun of greater than 4% of the approved total work assignment funding for the current contract period, shall</p>

	shall provide an explanation in its Monthly Progress Report.	LOE provided under the work assignment.	result in an unsatisfactory rating in the NIH Contract Performance System.
<b>Quality of Product/Services</b> \The contractor shall ensure documents developed under this TASK order are quality products that are factual and based on sound science and engineering principles.	Products delivered under this work assignment must not contain any major factual errors. The analyses provided in each product shall be logical, consistent, and defensible.	The WACOR shall review all documents delivered under this work assignment for content accuracy.	<p>If EPA determines that the contractor's analyses is factually inaccurate or if significant technical errors are found in any documents produced by the contractor, EPA may determine that the cost associated with redoing the work shall be borne by the contractor.</p> <p>Multiple incidents of this nature under the contract shall result in an unsatisfactory rating for Quality and Manage Control being reported to the NIH Contract Performance System.</p>

<b>EPA</b> United States Environmental Protection Agency Washington, DC 20460 <b>Work Assignment</b>						Work Assignment Number 2-05				
						<input type="checkbox"/> Other <input checked="" type="checkbox"/> Amendment Number: 000002				
Contract Number EP-C-16-003			Contract Period 07/01/2016 To 06/30/2019 Base                      Option Period Number    2			Title of Work Assignment/SF Site Name Wet Weather Pollution Control				
Contractor EASTERN RESEARCH GROUP, INC.					Specify Section and paragraph of Contract SOW See PWS					
Purpose: <input type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input checked="" type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input type="checkbox"/> Work Plan Approval					Period of Performance  From 03/20/2019 To 06/30/2019					
Comments: The purpose of this Amendment 2 is to remove the previously established funding ceiling of \$48,000.00.										
<input type="checkbox"/> Superfund                      Accounting and Appropriations Data <input checked="" type="checkbox"/> Non-Superfund										
SFO <input type="checkbox"/> (Max 2)                      Note: To report additional accounting and appropriations data use EPA Form 1900-69A.										
Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
1										
2										
3										
4										
5										
Authorized Work Assignment Ceiling										
Contract Period: 07/01/2016 To 06/30/2019    Cost/Fee:    LOE:										
This Action:										
Total:										
Work Plan / Cost Estimate Approvals										
Contractor WP Dated:                      Cost/Fee                      LOE:										
Cumulative Approved:                      Cost/Fee                      LOE:										
Work Assignment Manager Name    Mohammed Billah  <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>							Branch/Mail Code: Phone Number: 202-564-2228 FAX Number:			
Project Officer Name    Jennifer Chan  <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>							Branch/Mail Code: Phone Number: 202-564-3067 FAX Number:			
Other Agency Official Name  <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>							Branch/Mail Code: Phone Number: FAX Number:			
Contracting Official Name    Brad Heath <div style="display: flex; justify-content: space-between;"> <div>             _____            (Signature)         </div> <div>           3/20/2019            _____            (Date)         </div> </div>							Branch/Mail Code: Phone Number: 513-487-2352 FAX Number:			

<b>EPA</b> United States Environmental Protection Agency Washington, DC 20460 <b>Work Assignment</b>						Work Assignment Number 2-06				
						<input type="checkbox"/> Other <input type="checkbox"/> Amendment Number:				
Contract Number EP-C-16-003			Contract Period 07/01/2016 To 06/30/2021 Base                      Option Period Number    2			Title of Work Assignment/SF Site Name NPDES Permit Writers Course				
Contractor EASTERN RESEARCH GROUP, INC.					Specify Section and paragraph of Contract SOW See PWS					
Purpose: <input checked="" type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input type="checkbox"/> Work Plan Approval						Period of Performance  From 07/01/2018 To 06/30/2019				
Comments: The contractor shall not commence work on this work assignment until 7/1/2018.										
<input type="checkbox"/> Superfund                      Accounting and Appropriations Data <input checked="" type="checkbox"/> Non-Superfund										
SFO <input type="checkbox"/> Note: To report additional accounting and appropriations date use EPA Form 1900-69A.										
Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
1										
2										
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4										
5										
Authorized Work Assignment Ceiling										
Contract Period:		Cost/Fee:				LOE:				
07/01/2016 To 06/30/2021										
This Action:										
Total:										
Work Plan / Cost Estimate Approvals										
Contractor WP Dated:					Cost/Fee			LOE:		
Cumulative Approved:					Cost/Fee			LOE:		
Work Assignment Manager Name    David Hair							Branch/Mail Code:			
_____ (Signature)							_____ (Date)			
Project Officer Name    Robin Danesi							Phone Number: 202-564-2287			
_____ (Signature)							_____ (Date)			
Other Agency Official Name    Janita Aguirre							FAX Number:			
_____ (Signature)							_____ (Date)			
Contracting Official Name    Brad Heath							Branch/Mail Code:			
_____ (Signature)							6/30/2018 (Date)			
							Phone Number: 513-487-2352			
							FAX Number:			

**PERFORMANCE WORK STATEMENT  
CONTRACT EP-C-16-003  
WORK ASSIGNMENT 2-06**

**Title:** Technical Support for NPDES Permit Writers' Training

**Work Assignment Contracting Officer's Representative (WACOR):**

David Hair (4203M)  
Water Permits Division  
Office of Wastewater Management  
U.S. Environmental Protection Agency  
Washington, D.C. 20004  
202-564-2287  
[hair.david@epa.gov](mailto:hair.david@epa.gov)

**Alternate Work Assignment Contracting Officer's Representative (AWACOR):**

Janita Aguirre  
Water Permits Division  
Office of Wastewater Management  
U.S. Environmental Protection Agency  
Washington, D.C. 20004  
202-566-1149  
[aguirre.janita@epa.gov](mailto:aguirre.janita@epa.gov)

**Period of Performance:** July 1, 2018 through June 30, 2019

**Estimated Level of Effort:** 1310 hours

**Background Information:** The Water Permits Division (WPD), within the Office of Wastewater Management (OWM), is responsible for implementation and oversight of the National Pollutant Discharge Elimination System (NPDES) permit program. This program regulates point source discharges of pollutants to surface waters of the United States. Development and implementation of training, guidance and outreach/communication tools are an important part of its mission.

The objective of this work assignment is to provide technical support to WPD in its continued effort to develop and implement training, guidance, and outreach/communication activities, targeting NPDES permit writers and other key NPDES program stakeholders, such as regulated point source dischargers. Training support will include the continued development and implementation of the NPDES Permit Writers' Course, as well as other training courses and training materials that promote effective and efficient implementation of the NPDES program.



## **Performance Work Statement: Contract Section 3.9**

The administrative and technical tasks to be provided by the Contractor under this work assignment shall support management, technical and logistical tasks associated with developing training materials and delivering the NPDES Permit Writers' Training Course. The Contractor will not be involved in Agency policy or decision making.

The Performance Work Statement establishes activities, described in the tasks below, to be conducted by the Contractor in EPA FY2018 and FY2019.

### **Task 0: Project Management**

The Contractor shall develop a Work Plan that describes the technical approach that will be used to accomplish the specific tasks listed below.

The Contractor shall provide monthly progress reports as required by the contract.

#### **Deliverables:**

1. Work Plan describing planned activities
2. Monthly progress reports

### **Task 1: Support for Developing and Implementing the NPDES Permit Writer's Training Course**

A. The Contractor shall provide support for five 5-day NPDES permit writer courses within the period of performance. The Contractor shall provide technical and logistical support (see specific activities listed below) for developing and presenting these courses. Courses are typically limited to 50-60 participants. For planning and costing purposes, the Contractor shall assume the courses will be in the following cities; however, the specific dates and locations may be changed based on technical direction from the WACOR:

- Raleigh, North Carolina
- Washington, District of Columbia (including MD and VA suburbs)
- Baton Rouge, Louisiana
- Portland, Oregon
- Denver, Colorado

The Contractor shall support the EPA by conducting pre-course planning and administrative activities such as: course scheduling, including identifying and securing suitable meeting facilities; setting up and conducting registration activities; preparing and copying course handouts (including the course workbook); shipping course materials; and identifying and completing necessary revisions to course materials. The support activities shall be consistent with the project "standard operating procedures (SOPs)" developed under the previous WA (WA 0-06).

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The Contractor shall also conduct pre-course planning and administrative activities to support the EPA in preparing for up to two courses to be held in the latter half of CY2019. The support will include activities such as: course scheduling, including identifying and securing suitable meeting facilities, and setting up and conducting registration activities.

B. The Contractor shall modify materials used in the presentation of the NPDES Permit Writer’s Course based on edits and information provided by the WACOR. EPA estimates that materials will be revised four times during the period of performance and that revisions will be relatively minor (e.g., edits, corrections, minor updates). The NPDES Permit Writers’ Training Course materials consist of several components, including: presentation slides, an instructors’ manual, and a student workbook that cover all course modules. The Contractor shall compile, edit, and maintain all components of all course modules and the student workbook under the NPDES Permit Writers’ Training Course, including materials made available by WPD on the NPDES Permit Writers’ Course website. The Contractor shall make recommendations for the WACOR’s review and approval for editing course materials and shall ensure consistency among all training course components to allow for effective maintenance of and revisions to all training course materials.

### **Deliverables:**

1. Four revisions to NPDES Permit Writer’s Course Workbook in to incorporate changes identified by EPA.

C. The Contractor shall provide one qualified instructor to conduct the NPDES Permit Writers’ Training Courses identified in Task 1.A. Instructors will utilize the materials and format provided in the NPDES Permit Writers’ Course SOPs. A resume presenting each proposed instructor’s knowledge and experience in the NPDES program and/or related experience that warrants consideration shall be provided with the work plan. The instructors selected by the Contractor and approved by EPA for a given course shall participate in two one-hour technical and logistical conference calls with the WACOR and other EPA or State instructors to discuss and coordinate training needs for each course offering. The instructors selected by the Contractor shall also meet with the WACOR and EPA training team staff to preview presentations and participate in practice sessions. EPA anticipates five half-day practice sessions during the period of performance.

D. Within 15-days following the completion of each course, the Contractor shall develop and provide to the WACOR a summary report on the quality, usefulness, and presentation of the training based on comments provided by course participants as reported on a course evaluation form provided by the WACOR. The Contractor shall distribute certificates of completion to course participants at the end of each workshop in-person, or via mail where necessary.

**Deliverable:** Summary of participant feedback and distribution of completion certificates within 15-days of course completion.

E. The Contractor shall revise the web-based presentations developed for the NPDES Basic Permit Writer's Course under previous WAs based on edits provided by the WACOR. The revisions include updates and corrections as directed by the WACOR based on user comments. Approximately 20 changes are anticipated during this period of performance. The Contractor shall use the "Articulate Storyteller" software that was used to develop the presentations. The Contractor shall continue to maintain a database file that compiles the name, affiliation, and completion date of students that submit this information through the web link following completion of the web-based training modules. The specific revisions and changes necessary to the web-based materials will be determined at a planning meeting between the Contractor and WACOR prior to commencement of any revisions.

**Deliverable:**

1. Modified versions of the existing web-based presentations (2 weeks after edits are provided by WACOR).
2. Database file of students that have completed the web-based training modules (monthly via email, with final record provided to the WACOR by June 30, 2019)

F. EPA (in partnership with USGS) has recently developed new tools that assist in the calculation of critical stream flows for use in water quality modeling. EPA/USGS are currently developing a Users' Guide and EPA will develop step-by-step instructions to explain how NPDES permit writers can use the new tools.

During the previous Period of Performance, the Contractor developed a draft of web-based NPDES training materials explaining how NPDES permit writers can utilize the new tools for calculating critical flow statistics. The training materials were developed to follow the format/style of the existing on-line modules (<https://www.epa.gov/npdes/npdes-training#writers>) and to be incorporated into the existing on-line set of training modules for new permit writers.

The draft materials consist of 8-10 new slides with 20-30 minutes of scripted narration. For this Period of Performance, the Contractor shall edit the recorded materials and ensure that the audio and presentation format are consistent with existing NPDES web-based training materials, and shall deliver a final version of the materials for posting to the EPA training web site.

**Deliverables:**

Final draft of the web-based training materials (within 2 weeks following receipt of comments from the WACOR)

**Additional Requirements:****Reporting**

Reports shall be submitted in accordance with the reporting requirements of the contract. In addition, the Contractor shall maintain contact with the WACOR to advise of progress and problems. All documents shall be delivered in MS Word as requested by the WACOR. The Contractor shall notify the WACOR immediately when expenditures of 75% and 90% of the work assignment LOE or funding (including pipeline costs) are reached.

The Contractor shall be prepared to submit for inspection copies of all work in progress any time as directed by the WACOR. The Contractor shall not release information or comments on works performed under this work assignment without the WACOR's prior written authorization. Wherever practicable, all written materials submitted to EPA must be doubled-sided and on recycled paper. All electronic media submitted to the WACOR shall be scanned for, and identified as free from viruses.

The Contractor shall submit drafts and final products in hard copy as well as on the appropriate electronic media in a format compatible with Water Permits Division hardware.

**Travel**

This work assignment requires travel. Specifically, one Contractor representative will be required to travel to the 5-day NPDES courses in Raleigh, North Carolina, Baton Rouge, Louisiana, Portland, Oregon, and Denver, Colorado. Additionally, some local area travel may be necessary to attend the DC-area course, and to attend meetings with the WACOR.

All out-of-town travel shall be approved in advance by the CL-COR and shall be in accordance with the contract.

**Information Collection**

All collection of information and data shall be in accordance with the Office of Water Quality Management Plan and OMB requirements under the Paperwork Reduction Act.

**Conference/Meeting Guidelines and Limitations**

The Contractor shall immediately alert the WACOR to any anticipated event under the work assignment which may result in incurring an estimated \$20,000 or more cost, funded by EPA, specific to that event, meeting, training, etc. Those costs would include travel of both prime and consultant personnel, planning and facilitation costs, AV and rental of venue costs, etc. The WACOR will then prepare approval internal paperwork for the event and will advise the Contractor when appropriate signatures have been obtained. At that point, effort can proceed for

the event. If the event is being sponsored by another EPA organization, the organization providing the planning is responsible for the approval.

### **Quality Assurance Statement**

A quality assurance project plan (QAPP) is not required for Tasks 1 of this project because it does not involve the generation, management, distribution, or use of primary environmental data that will be used or have the potential for use in environmental decision making.

<b>Deliverable</b>	<b>Schedule</b>
<b>Task 0 (1).</b> Project Work Plan	In accordance with contract requirements
<b>Task 0 (2).</b> Progress reports	Monthly
<b>Task 1A (1).</b> 5-Day Basic Permit Writers' Course – Raleigh, NC	September 2018 (TBD)
<b>Task 1A (2).</b> 5-Day Basic Permit Writers' Course – Washington DC area (DC-MD-VA)	November/December 2018 (TBD)
<b>Task 1A (3).</b> 5-Day Basic Permit Writers' Course – Baton Rouge, LA	February/March 2019 (TBD)
<b>Task 1A (4).</b> 5-Day Basic Permit Writers' Course – Portland, OR	April/May 2019 (TBD)
<b>Task 1A (5).</b> 5-Day Basic Permit Writers' Course – Denver, CO	May/June 2019 (TBD)
<b>Task 1B (1).</b> Permit Writers' Course Workbook Revisions.	Four revisions completed by 06/30/2019
<b>Task 1D.</b> Summary of participant feedback and distribution of completion certificates	15 days after the delivery of each course.

<b>Deliverable</b>	<b>Schedule</b>
<b>Task 1E (1).</b> Revised versions of web-based training materials posted to the EPA web site.	Within 2 weeks of receipt of EPA edits to existing materials.
<b>Task 1E (2).</b> Database file of students that have completed the web-based course modules.	Monthly via email, with database file provided to WACOR by 06/30/2019.
<b>Task 1F (1).</b> Final draft of web-based training materials	Within 2 weeks following receipt of comments from WACOR

## QUALITY ASSURANCE SURVEILLANCE PLAN

Performance Requirement	Measurable Performance Standards	Surveillance Methods	Incentives/Disincentives
<b>Management and Communications:</b> During the life of this work assignment, the Contractor shall notify EPA immediately of any issues that may impact the timeliness of deliverables of the problems associated with the development of deliverables.	<p>The Contractor shall maintain contact with the WACOR throughout the performance of the work assignment.</p> <p>The Contractor shall identify to the WACOR any delays about deliverables not less than one week prior to the deliverable date that has been established in the work assignment or technical direction document.</p> <p>The Contractor shall identify to the WACOR any issues or concerns that have a direct impact on project schedules within three (3) days of occurrence.</p> <p>The Contractor shall provide options for EPA's consideration on resolving or mitigating the impacts identified.</p>	<p>WACOR and CL-COR (as necessary) will allocate the time needed to discuss and address all issues identified by the Contractor. The WACOR and CL-COR will document and maintain a complete record of the issues, agreements and outcome. The WACOR and CL-COR will review monthly progress reports for indicators of problems not previously mentioned. The WACOR will also monitor the timely receipt of deliverables. For those that are late without prior notice, the EPA will formally document to the Contracting Officer the late delivery.</p>	<p>If the Contractor fails to implement corrective actions after EPA identifies and provided written documentation of performance issues, EPA will rate this performance category "unsatisfactory."</p> <p>If three or more the active work assignments for the period are rated unsatisfactory, EPA will rate the Business Relations category as unsatisfactory in the NIH Contract Performance System.</p>
<b>Cost Management and Control:</b> The Contractor shall perform all work in an efficient and cost effective manner, applying cost control measures where practical.	<p>The Contractor shall monitor, track and accurately report level of effort, labor cost, other direct cost and fee expenditures to EPA through monthly progress reports and approved special reporting requirements.</p> <p>The Contractor shall assign appropriately leveled and skilled personnel to all tasks. The Contractor should not exceed established work assignment ceilings and, in general, should expend dollars and hours at similar ratios. If either the expenditure of hours or dollars deviates significantly, the Contractor shall provide an explanation in its Monthly Progress Report.</p>	<p>The CL-COR will routinely meet with the Contractor's Project Manager to discuss the work progress and contract and individual work assignment level expenditures.</p> <p>The CL-COR and WACOR shall review the Contractor's monthly progress reports and request the Work Assignment Managers to ensure that ceilings are not exceeded, that progress is being made, and that the Contractor is effectively utilizing the LOE provided under the work assignment.</p>	<p>EPA will thoroughly review work assignment funding ceiling overruns to determine the Contractor's ability to control the situation. If EPA determines that the Contractor failed to control cost, the Contractor will be rated "unsatisfactory" in this category.</p> <p>Multiple incidents of work assignment overrun that result in an overall cost over run of greater than 4% of the approved total work assignment funding for the current contract period, will result in an unsatisfactory rating in the NIH Contract Performance System.</p>
<b>Quality of Product/Services:</b> The Contractor shall ensure documents developed under this task order are quality products that are factual and based on sound science and engineering principles.	<p>Products delivered under this work assignment must not contain any major factual errors. The analyses provided in each product shall be logical, consistent, and defensible.</p>	<p>The WACOR will review all documents delivered under this work assignment for content accuracy.</p>	<p>If EPA determines that the Contractor's analyses is factually inaccurate or if significant technical errors are found in any documents produced by the Contractor, EPA may determine that the cost associated with redoing the work shall be borne by the Contractor.</p> <p>Multiple incidents of this nature under the contract will result in an unsatisfactory rating for Quality and Manage Control being reported to the NIH Contract Performance System.</p>

<b>EPA</b> United States Environmental Protection Agency Washington, DC 20460 <b>Work Assignment</b>						Work Assignment Number 2-06																																																																					
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**PERFORMANCE WORK STATEMENT  
CONTRACT EP-C-16-003  
WORK ASSIGNMENT 2-06  
AMENDMENT 1**

**Title:** Technical Support for NPDES Permit Writers' Training

**Work Assignment Contracting Officer's Representative (WACOR):**

David Hair (4203M)  
Water Permits Division  
Office of Wastewater Management  
U.S. Environmental Protection Agency  
Washington, D.C. 20004  
202-564-2287  
[hair.david@epa.gov](mailto:hair.david@epa.gov)

**Alternate Work Assignment Contracting Officer's Representative (AWACOR):**

Janita Aguirre  
Water Permits Division  
Office of Wastewater Management  
U.S. Environmental Protection Agency  
Washington, D.C. 20004  
202-566-1149  
[aguirre.janita@epa.gov](mailto:aguirre.janita@epa.gov)

**Period of Performance:** November 30, 2018 through June 30, 2019

**Estimated Level of Effort:** 1310 + 236 (Amendment 1) = 1546 Total

**Background Information:** The Water Permits Division (WPD), within the Office of Wastewater Management (OWM), is responsible for implementation and oversight of the National Pollutant Discharge Elimination System (NPDES) permit program. This program regulates point source discharges of pollutants to surface waters of the United States. Development and implementation of training, guidance and outreach/communication tools are an important part of its mission.

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1. Work Plan describing planned activities
2. Monthly progress reports

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**Deliverables:**

1. Final draft of the web-based training materials (within 2 weeks following receipt of comments from the WACOR)

**Task 2: Support for Developing Outreach and Training Materials Related to NPDES Individual Permit Application Form Revisions**

Over the past several years, EPA's Office of Wastewater Management (OWM) has undertaken a rulemaking effort that, when finalized, requires new information to be submitted with each of the eight NPDES permit application forms (Forms 1, 2A, 2B, 2C, 2D, 2E, 2F, and 2S). In conjunction with the regulatory changes, EPA has revised the format and content of each of the application forms and has revised and enhanced the instructions that accompany each form. Once the regulatory changes become effective, facilities submitting applications to EPA (i.e., where EPA is the NPDES permitting authority), will be required to use these revised application forms.

Where a state or U.S. Territory is the NPDES permitting authority, the state or territory will establish through its regulations and/or program implementation procedures, whether applicants for state-issued NPDES permit will use state-specific application forms, the previous versions of EPA's application forms, or the newly revised EPA application forms. [Note: States/Territories using state-specific forms or older versions of the EPA application forms will be required to make any changes necessary to conform to the new regulatory requirements for application forms within the timeframes established in the final rulemaking.]

A. The Contractor shall assess existing (current) application procedures used by each of authorized NPDES state programs to determine whether the state uses EPA application forms, their own state-specific forms, or a combination of state and EPA forms. The contractor shall also note any supplemental information required by state application forms and any notable differences from the EPA application process.

To conduct the assessment, the contractor shall access the states' publicly-available web sites and research the forms and resources provided by states on their web sites. The contractor shall not contact any state representatives directly. The results of the assessment of each state's application forms and resources shall be provided in a draft summary report. The format and structure of the draft report will be established through discussions between the contractor WAM and the WACOR prior to beginning the research effort.

After receiving the draft report, the WACOR will provide the summary to EPA Regional contacts for review and comment. After receiving the Regional comments, the WACOR will provide a mark-up version of the report to the contractor for finalization.

**Deliverables:**

1. A draft report of NPDES application procedures summarizing findings for all 48 NPDES authorized programs (within 10 days following Technical Direction from WACOR to begin effort).

2. A final report of NPDES application procedures summarizing findings for all 48 NPDES authorized programs. (within one week of receipt of EPA comments)

B. The Contractor shall provide support for developing a web-page that includes training and outreach materials to be housed under EPA's NPDES program public web site to aid applicants in the selection and use of EPA's newly revised NPDES permit application forms.

For this task, the Contractor shall develop a web page that posts the EPA's revised application forms and provides training to users of the web page regarding which forms (either the new EPA forms or existing state or EPA forms) a particular applicant should use. The web page will also provide links to additional state and EPA contacts and resources that will support the applicant's efforts to identify and use the correct NPDES permit application form(s).

To develop this web page and supporting materials, the contractor WAM shall meet with the WACOR to develop a proposed outline for the web site and identify a draft list of supporting materials that will be linked through the web page. The links and resources provided on the web site and training materials will be informed by the research conducted by the contractor under Task 2.A.

The contractor shall develop the draft web-page in the Drupal content management software and in a style and format that is compatible and consistent with EPA's current NPDES Program website.

Following EPA review of the draft web page and training materials, the WACOR will collect and summarize comments and provide final edits to the contractor WAM. The contractor WAM will incorporate the changes and provide final web page materials to the WACOR in a format ready to post on the EPA web site.

### **Deliverables:**

1. Draft web-page including links to EPA NPDES application forms and EPA and state NPDES application form resources. (within 3 weeks of the web page kick-off meeting with the WACOR).

2. Final web-page in a format ready to post on EPA's NPDES Program web site. (within 3 weeks following receipt of comments from the WACOR on the draft web page)

### **Requirements**

#### Reporting

Reports shall be submitted in accordance with the reporting requirements of the contract. In addition, the Contractor shall maintain contact with the WACOR to advise of progress and problems. All documents shall be delivered in MS Word as requested by the WACOR. The Contractor shall notify the WACOR immediately when expenditures of 75% and 90% of the work assignment LOE or funding (including pipeline costs) are reached.

The Contractor shall be prepared to submit for inspection copies of all work in progress any time as directed by the WACOR. The Contractor shall not release information or comments on works performed under this work assignment without the WACOR's prior written authorization. Wherever practicable, all written materials submitted to EPA must be doubled-sided and on recycled paper. All electronic media submitted to the WACOR shall be scanned and identified as free from viruses.

The Contractor shall submit drafts and final products in hard copy as well as on the appropriate electronic media in a format compatible with Water Permits Division hardware.

#### Travel

This work assignment requires travel. Specifically, one Contractor representative will be required to travel to the 5-day NPDES courses in Raleigh, North Carolina, Baton Rouge, Louisiana, Portland, Oregon, and Denver, Colorado. Additionally, some local area travel may be necessary to attend the DC-area course, and to attend meetings with the WACOR.

All out-of-town travel shall be approved in advance by the project officer and shall be in accordance with the contract.

#### Information Collection

All collection of information and data shall be in accordance with the Office of Water Quality Management Plan and OMB requirements under the Paperwork Reduction Act.

#### Conference/Meeting Guidelines and Limitations

The Contractor shall immediately alert the WACOR to any anticipated event under the work assignment which may result in incurring an estimated \$20,000 or more cost, funded by EPA, specific to that event, meeting, training, etc. Those costs would include travel of both prime and consultant personnel, planning and facilitation costs, AV and rental of venue costs, etc. The WACOR will then prepare approval internal paperwork for the event and will advise the Contractor when appropriate signatures have been obtained. At that point, effort can proceed for the event. If the event is being sponsored by another EPA organization, the organization providing the planning is responsible for the approval.

#### **Quality Assurance Statement**

A quality assurance project plan (QAPP) is not required for Tasks 1 of this project because it does not involve the generation, management, distribution, or use of primary environmental data that will be used or have the potential for use in environmental decision making.

<b>Deliverable</b>	<b>Schedule</b>
<b>Task 0 (1).</b> Project Work Plan	Within 30 days following receipt of EPA PWS.

<b>Deliverable</b>	<b>Schedule</b>
<b>Task 0 (2).</b> Progress reports	Monthly
<b>Task 1A (1).</b> 5-Day Basic Permit Writers' Course – Raleigh, NC	September 2018 (TBD)
<b>Task 1A (2).</b> 5-Day Basic Permit Writers' Course – Washington DC area (DC-MD-VA)	November/December 2018 (TBD)
<b>Task 1A (3).</b> 5-Day Basic Permit Writers' Course – Baton Rouge, LA	February/March 2019 (TBD)
<b>Task 1A (4).</b> 5-Day Basic Permit Writers' Course – Portland, OR	April/May 2019 (TBD)
<b>Task 1A (5).</b> 5-Day Basic Permit Writers' Course – Denver, CO	May/June 2019 (TBD)
<b>Task 1B (1).</b> Permit Writers' Course Workbook Revisions.	Four revisions completed by 06/30/2019
<b>Task 1D.</b> Summary of participant feedback and distribution of completion certificates	15 days after the delivery of each course.
<b>Task 1E (1).</b> Revised versions of web-based training materials posted to the EPA web site.	Within 2 weeks of receipt of EPA edits to existing materials.
<b>Task 1E (2).</b> Database file of students that have completed the web-based course modules.	Monthly via email, with database file provided to WACOR by 06/30/2019.
<b>Task 1F (1).</b> Final draft of web-based training materials	Within 2 weeks following receipt of comments from WACOR
<b>Task 2A (1).</b> Draft report of NPDES application procedures	Within 10 days following Technical Direction from WACOR to begin effort



Deliverable	Schedule
<b>Task 2A (2).</b> Final report of NPDES application procedures	Within 1 week of receipt of EPA comments.
<b>Task 2B (1).</b> Draft NPDES application web page	Within 3 weeks of kick-off meeting with WACOR
<b>Task 2B (2).</b> Final NPDES application web page	Within 3 weeks of receipt of comments on draft web page

## PERFORMANCE SURVEILLANCE PLAN

Performance Requirement	Measurable Performance Standards	Surveillance Methods	Incentives/Disincentives
<b>Management and Communications:</b> During the life of this work assignment, the Contractor shall notify EPA immediately of any issues that may impact the timeliness of deliverables of the problems associated with the development of deliverables.	<p>The Contractor shall maintain contact with the WACOR throughout the performance of the work assignment.</p> <p>The Contractor shall identify to the WACOR any delays with regard to deliverables not less than one week prior to the deliverable date that has been established in the work assignment or technical direction document.</p> <p>The Contractor shall identify to the WACOR any issues or concerns that have a direct impact on project schedules within three (3) days of occurrence.</p> <p>The Contractor shall provide options for EPA's consideration on resolving or mitigating the impacts identified.</p>	<p>WACOR and Project Officer (as necessary) will allocate the time needed to discuss and address all issues identified by the Contractor. The WACOR and Project Officer will document and maintain a complete record of the issues, agreements and outcome. The WACOR and Project Officer will review monthly progress reports for indicators of problems not previously mentioned. The WACOR will also monitor the timely receipt of deliverables. For those that are late without prior notice, the EPA will formally document to the Contracting Officer the late delivery.</p>	<p>If the Contractor fails to implement corrective actions after EPA identifies and provided written documentation of performance issues, EPA will rate this performance category "unsatisfactory."</p> <p>If three or more the active work assignments for the period are rated unsatisfactory, EPA will rate the Business Relations category as unsatisfactory in the NIH Contract Performance System.</p>
<b>Cost Management and Control:</b> The Contractor shall perform all work in an efficient and cost-effective manner, applying cost control measures where practical.	<p>The Contractor shall monitor, track and accurately report level of effort, labor cost, other direct cost and fee expenditures to EPA through monthly progress reports and approved special reporting requirements.</p> <p>The Contractor shall assign appropriately leveled and skilled personnel to all tasks. The Contractor should not exceed established work assignment ceilings and, in general, should expend dollars and hours at similar ratios. If either the expenditure of hours or dollars deviates significantly, the Contractor shall provide an explanation in its Monthly Progress Report.</p>	<p>The CL-COR will routinely meet with the Contractor's Project Manager to discuss the work progress and contract and individual work assignment level expenditures.</p> <p>The CL-COR and WACOR shall review the Contractor's monthly progress reports and request the Work Assignment Managers to ensure that ceilings are not exceeded, that progress is being made, and that the Contractor is effectively utilizing the LOE provided under the work assignment.</p>	<p>EPA will thoroughly review work assignment funding ceiling overruns to determine the Contractor's ability to control the situation. If EPA determines that the Contractor failed to control cost, the Contractor will be rated "unsatisfactory" in this category.</p> <p>Multiple incidents of work assignment overrun that result in an overall cost over run of greater than 4% of the approved total work assignment funding for the current contract period, will result in an unsatisfactory rating in the NIH Contract Performance System.</p>
<b>Quality of Product/Services</b> \The Contractor shall ensure documents developed under this task order are quality products that are factual and based on sound science and engineering principles.	<p>Products delivered under this work assignment must not contain any major factual errors. The analyses provided in each product shall be logical, consistent, and defensible.</p>	<p>The WACOR will review all documents delivered under this work assignment for content accuracy.</p>	<p>If EPA determines that the Contractor's analyses is factually inaccurate or if significant technical errors are found in any documents produced by the Contractor, EPA may determine that the cost associated with redoing the work shall be borne by the Contractor.</p> <p>Multiple incidents of this nature under the contract will result in an unsatisfactory rating for Quality and Manage Control being reported to the NIH Contract Performance System.</p>

<b>EPA</b> United States Environmental Protection Agency Washington, DC 20460 <b>Work Assignment</b>						Work Assignment Number 2-06				
						<input type="checkbox"/> Other <input checked="" type="checkbox"/> Amendment Number: 000002				
Contract Number EP-C-16-003			Contract Period   07/01/2016   To   06/30/2020 Base                      Option Period Number      2			Title of Work Assignment/SF Site Name NPDES Permit Writers Course				
Contractor EASTERN RESEARCH GROUP, INC.					Specify Section and paragraph of Contract SOW See PWS					
Purpose: <input type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input checked="" type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input type="checkbox"/> Work Plan Approval					Period of Performance  From   11/30/2018   To   06/30/2019					
Comments: See the attached PWS amendment 000002 to change WACORs. A revised work plan/cost estimate is not required.										
<input type="checkbox"/> Superfund    Accounting and Appropriations Data <input checked="" type="checkbox"/> Non-Superfund										
SFO <input type="checkbox"/> Note: To report additional accounting and appropriations date use EPA Form 1900-69A. (Max 2)										
Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
1										
2										
3										
4										
5										
Authorized Work Assignment Ceiling										
Contract Period:                      Cost/Fee:                      LOE: 07/01/2016   To   06/30/2020										
This Action:  										
Total:										
Work Plan / Cost Estimate Approvals										
Contractor WP Dated:                      Cost/Fee                      LOE:										
Cumulative Approved:                      Cost/Fee                      LOE:										
Work Assignment Manager Name    Nizanna Bathersfield  <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>(Signature)</div> <div>(Date)</div> </div>							Branch/Mail Code: Phone Number: 202-564-2258 FAX Number: 202-564-9544			
Project Officer Name    Tangela Cooper  <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>(Signature)</div> <div>(Date)</div> </div>							Branch/Mail Code: Phone Number: 202-566-0369 FAX Number:			
Other Agency Official Name  <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>(Signature)</div> <div>(Date)</div> </div>							Branch/Mail Code: Phone Number: FAX Number:			
Contracting Official Name    Tammy Adams  <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>(Signature)</div> <div>(Date)</div> </div>							Branch/Mail Code: Phone Number: 513-487-2030 FAX Number: 513-487-2545			

**PERFORMANCE WORK STATEMENT  
EPA CONTRACT NO. EP-C-16-003  
WORK ASSIGNMENT NO. 2-06 – Amendment 2**

**Title:** Technical Support for NPDES Permit Writers' Training

**Estimated Period of Performance:** July 1, 2018 through June 30, 2019

**Purpose:**

The purpose of this Work Assignment (WA) amendment, is to change the Primary WACOR and add 2 alternate WACORs. The WACORs are as follows:

**EPA WACOR:** Nizanna Bathersfield (4203M)  
Water Permits Division  
Office of Wastewater Management  
U.S. Environmental Protection Agency  
Washington, D.C. 20004  
Email: [bathersfield.nizanna@epa.gov](mailto:bathersfield.nizanna@epa.gov)  
Phone: 202-564-2258

**EPA Alternate WACOR:** Danielle Stephan (4203M)  
Water Permits Division  
Office of Wastewater Management  
U.S. Environmental Protection Agency  
Washington, D.C. 20004  
Email: [stephan.danielle@epa.gov](mailto:stephan.danielle@epa.gov)  
Phone: 202-564-0759

**EPA Alternate WACOR:** David Hair (4203M)  
Water Permits Division  
Office of Wastewater Management  
U.S. Environmental Protection Agency  
Washington, D.C. 20004  
202-564-2287

**Note:** The Contractor shall notify the CO and EPA WACOR in writing when 75% of the authorized work assignment LOE/labor hours and cost have been expended.